Board of Public Works and Safety Meeting
Agenda
Wednesday, January 22, 2020 – 10:00 a.m.
Council Chambers City Hall One Civic Square

MEETING CALLED TO ORDER

1. **MINUTES**

   a. **Minutes from the January 8, 2020, Regular Meeting**

2. **BID/QUOTE OPENINGS AND AWARDS**

   a. **Bid Award for 2020 Loaders & Attachments;** Dave Huffman, Street Commissioner
   b. **Bid Award for 2020 Pickup Trucks;** Dave Huffman, Street Commissioner
   c. **Bid Award for 2020 Tractor;** Dave Huffman, Street Commissioner

3. **CONTRACTS**

   a. **Resolution BPW 01-22-20-01; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; The Bigger Picture Film Group; ($5,000.00);** Mayor James Brainard
   b. **Resolution BPW 01-22-20-02; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Booth Tarkington Civic Theatre; ($210,000.00);** Mayor James Brainard
   c. **Resolution BPW 01-22-20-03; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; The Carmel Arts Council; ($3,000.00);** Mayor James Brainard
   d. **Resolution BPW 01-22-20-04; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel Clay Historical Society; ($4,250.00);** Mayor James Brainard
   e. **Resolution BPW 01-22-20-05; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel Community Players, Inc; ($15,000.00);** Mayor James Brainard
   f. **Resolution BPW 01-22-20-06; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel Fountain Square Committee; ($12,000.00);** Mayor James Brainard
   g. **Resolution BPW 01-22-20-07; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel High School Orchestra Parent Club; ($3,500.00);** Mayor James Brainard
   h. **Resolution BPW 01-22-20-08; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel Klavier; ($26,000.00);** Mayor James Brainard
   i. **Resolution BPW 01-22-20-09; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel Repertory Theatre, Inc; ($5,000.00);** Mayor James Brainard

j. **Resolution BPW 01-22-20-10; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; The Carmel Apprentice Theatre, LLC (The Cat, Ltd.); ($90,000.00);** Mayor James Brainard
k. **Resolution BPW 01-22-20-11; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Central Indiana Dance Ensemble; ($15,000.00);** Mayor James Brainard
l. **Resolution BPW 01-22-20-12; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Christian Youth Theatre of Indianapolis (CYT); ($2,500.00);** Mayor James Brainard
m. **Resolution BPW 01-22-20-13; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Gregory Hancock Dance Theatre; ($80,000.00);** Mayor James Brainard
n. **Resolution BPW 01-22-20-14; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indiana Artisan, Inc; ($40,000.00);** Mayor James Brainard
o. **Resolution BPW 01-22-20-15; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indiana Association of Chinese-Americans; ($3,500.00);** Mayor James Brainard
p. **Resolution BPW 01-22-20-16; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indiana Ballet Conservatory; ($25,000.00);** Mayor James Brainard
q. **Resolution BPW 01-22-20-17; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indiana Music Education Association Foundation; ($7,000.00);** Mayor James Brainard
r. **Resolution BPW 01-22-20-18; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indiana Wind Symphony; ($42,000.00);** Mayor James Brainard
s. **Resolution BPW 01-22-20-19; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; The Indianapolis Children's Choir; ($6,500.00);** Mayor James Brainard
t. **Resolution BPW 01-22-20-20; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indianapolis Opera; ($8,000.00);** Mayor James Brainard
u. **Resolution BPW 01-22-20-21; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indianapolis Symphonic Choir; ($17,000.00);** Mayor James Brainard
v. **Resolution BPW 01-22-20-22; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; International Talent Academy; ($10,000.00);** Mayor James Brainard
w. **Resolution BPW 01-22-20-23; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Janus Developmental Services, Inc; ($10,000.00);** Mayor James Brainard
x. **Resolution BPW 01-22-20-24; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; M3 Theatre Camp; ($2,000.00);** Mayor James Brainard
y. **Resolution BPW 01-22-20-25; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Museum of Miniature Houses & Other Collections; ($5,000.00);** Mayor James Brainard

z. **Resolution BPW 01-22-20-26; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; PrimeLife Enrichment; ($10,000.00);** Mayor James Brainard
aa. **Resolution BPW 01-22-20-27; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel Symphony Orchestra; ($275,000.00);** Mayor James Brainard
bb. **Request for Purchase of Goods and Services; Schutt-Lookabill; ($3,290.97);136th St. Multi-Use Path and Pedestrian Bridge Project - Project #18- ENG - 08; CO #4;** Jeremy Kashman, City Engineer
cc. **Request for Purchase of Goods and Services; Schutt-Lookabill; ($290.95);136th St. Multi-Use Path and Pedestrian Bridge Project - Project #18- ENG - 08; CO #5;** Jeremy Kashman, City Engineer
dd. **Request for Purchase of Goods and Services; Schutt-Lookabill; ($1,858.46);136th St. Multi-Use Path and Pedestrian Bridge Project - Project #18- ENG - 08; CO #6;** Jeremy Kashman, City Engineer

4. REQUEST TO USE CITY STREETS/PROPERTY

a. **Request to Use/Close City Streets; Carmel Sprint Triathlon to Benefit the Carmel Swim Club; April 26, 2020; 6:00 a.m. – 12:00 p.m.;** Donald Carr. Tuxedo Brothers
b. **Request to Use/Close City Streets; Sam Costa Half Marathon and Quarter Marathon; March 21, 2020; 7:00 a.m. – 12:00 p.m.;** Terry Townsend, TRT Consulting
c. **Request to Use/Close City Streets; Indy 500 Pre-Race Street Party; May 23, 2020; 6:00 p.m. – 12:00 p.m.;** Thomas Fry, Smokey Ridge
d. **Request to Use Gazebo; Wedding; February 22, 2020; 4:00 p.m. – 8:00 p.m.;** Cortni Barnett
e. **Request to Use a Portion of Veteran's Way; 3rd Annual Shamrock the District Tent Party; March 13-16, 2020; 11:00 a.m. – 12:00 p.m.;** Beth Hohlier, Muldoon's
f. **Request to Use Gazebo; Wedding; October 10, 2020; 1:00 p.m. – 5:00 p.m.;** Amy McCann

5. OTHER

a. **Request for Performance Bond Amount Reduction; Grand and Main Sidewalk/Path;** Richard Trivett, Edward Rose & Son
b. **Request for Lane Closure; 1300 W. 106th Street;** Connor Angelo, IPL
c. **Request for Waiver of BPW Resolution No. 04-28-17-01; Installation of New fiber Optic Cables; Along Towne Road South of 116th Street;** Wendy Noble, AT&T
d. **Request for Lane Closure; 12025 Clay Center Road;** Rodney Johnson, IPL
e. **Request for Secondary Plat; The Grove at the Legacy, Section 3A;** Ed Fleming, Platinum
f. **Request for Perpetual Storm Water Quality Management Easement; 12095 Hoover Road, Boyd/Irsay Residence;** Rusty Spiars, Spiars Engineering
g. **Request for Stormwater Variance; Badger Field;** Andy Miller, Fanning Howey

6. ADJOURNMENT

Board of Public Works and Safety Meeting
Agenda
Wednesday, January 8, 2020 – 10:00 a.m.
Council Chambers City Hall One Civic Square

MEETING CALLED TO ORDER

Board Member Burke the meeting to order at 10:01 a.m.

MEMBERS PRESENT

Board Members Mary Ann Burke and Lori Watson, and Deputy Clerk Jacob Quinn were present.

Mayor James Brainard was not present

MINUTES

Minutes from the December 18, 2019, Regular Meeting were approved 2-0

BID/QUOTE OPENINGS AND AWARDS

Bid Opening for 2020 Loaders & Attachments; Board Member Burke opened the quotes and read them aloud:

Contractor	*Quote*
Bobcat of Indy	*$506,702.98*

Bid Opening for 2020 Pickup Trucks; Board Member Burke opened the quotes and read them aloud:

Contractor	*Quote*
Pearson Ford	*$816,898.50*

Bid Opening for 2020 Tractor; Board Member Burke opened the quotes and read them aloud:

Contractor	*Quote*
McAllister Machinery	*$119,000/$135,100*

PERFORMANCE RELEASE APPROVAL REQUESTS

Resolution BPW-01-08-20-01; Avant (Grand & Main) Apartments; Curbs/Erosion Control; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

CONTRACTS

Request for Purchase of Goods and Services; CIM Audio Visual, Inc; ($149,604.06); AV System; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW-01-08-20-02; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Grant Agreement; Carmel Music and Film Festival, Inc; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; CrossRoad Engineers, PC; ($95,000.00); 2020 On-Call Plan Review; Additional Services; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW-01-08-20-03; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement; Lykins Contracting, LLC; Water System improvements, Division A – Water Main Installation – Unserved Areas/West Carmel and Division B – Home Place Water Main Extensions – Unserved Areas; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW-01-08-20-04; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between Owner and Contractor; Midwest Paving, LLC; US 31 Crossing, Water Transmission Main; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW-01-08-20-05; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between Owner and Contractor; SC Case Excavating, LLC; North College Ave Water Main; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW-01-08-20-06; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Procurement Agreement; Solential Energy Solutions, LLC; Solar Array Equipment and Installation; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Miovision Technologies Incorporated; ($17,513.00); Traffic Counting Program; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; A&F Engineering; ($357,205.00); 96th Street and College Avenue Roundabout – Design; Additional Services #1; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use Midtown Garages; Run Benefiting CPD; February 2, 2020; 7:00 a.m. – 11:00 a.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use Parking Spaces and Place Tents; Meet me on Main Holiday Trolley; February 8, 2020; 4:30 p.m. – 9:30 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use Gazebo/Civic Square Fountain Area/Japanese Garden; CaremlFest; July 2-5, 2020; 12:00 p.m. – 8:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

OTHER

Request for Road Project (INDOT Plans) Approval; 116th & College Ave; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Lane Closure/Sidewalk Closure; Range Line Road – City Center Project; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Storm Water Technical Standards Variances; Bear Creek South; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Storm Water Technical Standards Variances; Franciscan Orthopedic Center of Excellence; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

ADD-ON

Request to Add-on Secondary Plat for the Estates at Towne Meadow; Board Member Burke moved to add-on. Board Member Watson seconded. Request approved 2-0. Board Member Burke moved to approve the Secondary Plat. Board Member Watson seconded. Request approved 2-0.

ADJOURNMENT

Board member Burke adjourned the meeting at 10:05 a.m.

_____

Sue Wolfgang – City Clerk

Approved

_____

Mayor James Brainard

ATTEST:

_____

Sue Wolfgang – City Clerk

RESOLUTION NO. BPW 01-22-20-01

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and THE BIGGER PICTURE FILM GROUP (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, CHRIS OVERPECK, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement.** The City, after review and recommendation by the Mayor, agrees to grant $ 5,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

THE BIGGER PICTURE FILM GROUP **("Grantee")**

By: _____ (Signature)

Printed Name of Officer: CHRIS OVERPECK Title: BOARD PRESIDENT

Date: 11/14/19

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12/30/2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: THE BIGGER PICTURE FILM GROUP
Address: 125 W. SOUTH ST #1930
INDIANAPOLIS, IN 46206
Telephone: 812-236-9260 Fax: _____
Contact Person: CHRIS OVERPECK
Email: CHRIS.OVERPECK@INDYFILMFEST.ORG

APPLICATION AMOUNT: $ 6,600

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Please see attached.

By: [signature]
Printed Name of Officer: CHRIS OVERPECK
Title: BOARD PRESIDENT
Date: 11/13/19

(Additional pages may be added to Exhibit "A")

EXHIBIT A

2020 CARMEL ARTS GRANT PROPOSAL

Project Title: 2020 Carmel Film Forum
Stop Motion Animation
Project Event Date: June 27, 2020
Project Activity Location: Carmel Clay Public Library

Project Manager
James Moriarty
Producer/Director
Moriarty Media
(317) 581-9126
james@moriartymedia.com
www.moriartymedia.com

Major Activities
This proposal is requesting a Carmel Arts Grant, which will be used to produce a Film Forum that will embrace the aspirations of Carmel's younger filmmakers by partnering again with the Clay County Public Library (CCPL) and the Digital Media Lab (DML) to teach a stop motion animation workshop and screen films created by Lisa Barcy, an award-winning professional animator and educator from Chicago IL.

The Carmel Film Forum will be held at the Carmel Clay Public Library on Saturday, June 27, 2019. It will consist of an afternoon and an evening session. The first session will be held at the DML and will use their computers and filmmaking resources. Lisa Barcy will produce a printed curriculum and teach animation techniques employing drawing, 3D printing, and sculpted clay objects. It will be an intensive hands-on experience where animated films will be produced. The second session held in the evening at the CCPL's Program Room, the animated films created in the workshop will be screened, along with Lisa's work. A filmmaker Q&A with Lisa will be conducted after the screenings. The workshop and film screening will be free to those who register.

Project's History
We premiered the Carmel Film Forum in 2017 with Hollywood Comes to Carmel. Thanks to our partnerships with the Carmel Clay Public Library, Indy Film Fest, Film Indy, SoHo Cafe & Gallery, and Roberts Camera, we had a great turnout and a lively weekend of discussion about the art and business of filmmaking in Indiana. Due to the success of the 2017 event, we held a Filmmaking 101 workshop at the Carmel Clay Library's Digital Media Lab. The workshop quickly filled to capacity, drawing participants from the Carmel community and surrounding areas. In 2018 we followed up with the Focus On Filmmaking that featured a music video production workshop, a screenwriting class, table reads with local actors, filmmaker interviews, and screenings. Last year In 2019, we produce Making the Big Picture, Preproduction, and Crowdfunding that highlighted a table-read with local actors reading a feature screenplay. After the table read, participants received a printed curriculum and helped

develop the film's log-line and tagline that will be used in the film's marketing. After the table-read, Rachel Murphy, a professional line producer, showed participants how to break down a film's budget, using the feature screenplay as an example. In the evening, Rachel hosted a screening of Midwest female filmmakers and conducted filmmaker Q&As.

Economic and Cultural Impact

Through partnerships with arts and civic organizations, we can encourage enthusiasm for filmmaking in Carmel and the surrounding communities. Local directors, producers, and screenwriters will be able to remain in Indiana, and those in other states can be attracted to Indiana for the purpose of filmmaking. Artists, actors, musicians, and crew members will have additional work. Restaurants, hotels, and other local businesses will profit. The patrons of the Carmel Clay Public Library who love seeing films can learn more about filmmaking. Some might be inspired to make films of their own. Carmel will be recognized for its contribution to filmmaking, and members of the community will have a broader appreciation of the art.

Project Management and Promotion

A team of volunteers and a small paid staff will manage the project during the workshop. A website will be created for the forum that will list the project's goals and objectives. A printed program containing the schedule, the project's partners, and the presenters' biographies will be handed out at the workshop.

A media release will be designed and sent to public officials, newspapers, radio/ television stations, and websites that promote cultural events in Indiana. Our partnering organizations will be asked to share the information with their email lists and social media outlets. The workshop will be documented and posted on social media, as well as Moriarty Media's Carmel Film Forum website.

Project Evaluation

The participants will receive a questionnaire with the following questions.

- How did you find out about the 2019 Carmel Film Forum? (Circle all that apply)
  email/ social media/ internet/ newspaper/ television/ radio/ poster/ friend/ other

- Did the 2019 Carmel Film Forum broaden your knowledge about film production?
  YES/ NO

- If YES, What benefit did you receive? _____

- What could be done to improve the forum? _____

EXHIBIT A

CARMEL CLAY PUBLIC LIBRARY

CONNECT | DISCOVER

November 8, 2019

The Carmel Clay Public Library is excited to again collaborate with James Moriarty of Moriarty Media on the Carmel Film Forum in 2020. Not only does the Forum support the library's mission of inspiring lifelong discovery, facilitating collaboration, and connecting people with resources, but it gives us the chance to showcase the library as a place to create and discover. We are especially excited at the opportunity it will provide to introduce our Digital Media Lab to new audiences.

The past three Carmel Film Forum events offered a unique opportunity for attendees to learn about filmmaking, engage with professionals, and develop their own creative ideas. Both library staff and attendees were impressed with Moriarty's professionalism and attention to detail in the curriculum he crafts and the group of inspiring and knowledgeable presenters he selects to facilitate workshops. The prior Forums received overwhelmingly positive feedbock and excellent attendance numbers, and we hope to once agoin have the opportunity to be port of bringing creative people from the Carmel community together for this project.

Sincerely,

Sara O'Sha

Audiovisual Services Supervisor

Chair, Library-wide Programming Committee

sosha@carmel.lib.in.us

317.814.3952

EXHIBIT A

LETTERS OF SUPPORT

11/7/19

To Whom it May Concern:

My name is Chris Overpeck and I'm the Board President for Indy Film Fest. We've worked with James Moriarty and the Carmel Film Forum since 2017, serving as both a sponsor and a fiscal agent.

I have been very impressed with James and his vision for the Carmel Film Forum; I've been particularly impressed with the evolution of this project over the years. James has been extremely professional and dedicated to his vision of educating and engaging local filmmakers. We at the Indy Film Fest share James' passion for film and dedication to use film to make our community a stronger place. It's impossible to emphasize the impact events like the Carmel Film Forum can have on local artists, especially young aspiring artists. Based on the response we've seen during previous Carmel Film Forums, it's very evident that our community is hungry for events such as these. James Moriarty is an asset to our film community and I look forward to his continued success.

Sincerely,

Chris Overpeck
Indy Film Fest – Board President

EXHIBIT A

11.13.19

To Whom It May Concern:

I am pleased to be collaborating with the Carmel Film Forum on the proposed animation workshop at the Carmel Clay Public Library. Over several planning sessions with James Moriarty, I have discussed desired outcomes as well as the best way to incorporate the library's many resources into the curriculum. The workshop would be similar to one I've previously conducted in Chicago and New Orleans and is geared toward people new to animation.

Participants will experiment with an array of animation techniques such as clay, pixilation, and collage. In keeping with the mission of the library, they'll also learn how they can bring these techniques into the home or classroom with a minimal budget and easily accessible apps. Most importantly, this is an opportunity to explore the expressive potential of animation as an interdisciplinary art form incorporating visuals, sound, and performance via animated characters. Based on James' previous working relationship with the Carmel Film Forum and my experience teaching animation for more than 20 years, I am confident it will be fun and inspiring for all participants.

Sincerely,
Lisa Barcy
DePaul University
School of Cinematic Arts
Chicago, IL

312-362-5982
773-841-9067

EXHIBIT "B"

2020 CARMEL FILM FORUM
STOP MOTION ANIMATION

Submitted November 9, 2019

Description	Costs
Featured speaker: Professional animator and educator	$1000
Producing and project management	$500
Hosting workshop, film screen and Q&A	$500
Hotel and transportation and stipends	$500
2 Licenses for Dragonframe stop-motion animation softwares and controllers for Macintosh	$500
2 License for Stop-motion Studio app for iPhone	$20
Sculpting clay, armature wire, 3D printing filament, dry erase board and markers, set building materials	$480
Cameras, tripods, lighting rentals	$400
Writing/editing of project's promotions, program, curriculum and evaluations	$250
Graphic design of promotions, curriculum and PowerPoint presentations	$250
Printing and binding of curriculum and presentations	$250
Web page development, online participant registration forms and website server fees	$250
Online social media promotion fees (Boosting)	$250
Video editor	$250
Event audio engineer	$250
Event photographer	$250
Event refreshments	$100
Editing of the event's video/photographic documentation for posting on MoriartyMedia.com and social media sites	$250
Event Product Subtotal	$6,000
Non-profit 501(c)(3) fiscal agent fee (10%)	$600
Total Grant Request	**$6,600**

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

THE BIGGER PICTURE FILM GROUP INC.

I, Todd Rokita, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, October 14, 2010.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 14, 2010

Todd Rokita

TODD ROKITA,
SECRETARY OF STATE

2010101400070 / 2010101400070

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 07 2011

THE BIGGER PICTURE FILM GROUP INC
719 1/2 MASSACHUSETTS AVE STE B
INDIANAPOLIS, IN 46204

Employer Identification Number:
27-4344743
DLN:
17053125301011
Contact Person:
RICHARD J KEMBLE ID# 31663
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
August 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
October 14, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, CHRIS OVERPECK, an authorized representative of THE BIGGER PICTURE FILM GROUP ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 97,411.89.

Signature
Printed Name 11/14/19

Subscribed and sworn to before me, the undersigned Notary Public, this 14th day of November, 2019.

Signature - Notary Public

Printed Name Melanie Bennett

Resident of Marion County, Indiana

My Commission Expires: 08/20/2027

[SEAL]

Notary Public
State of Indiana
Melanie Bennett
Commission Number NP0721937
My Commission Expires
08/20/2027

The Bigger Picture Film Group

STATEMENT OF FINANCIAL POSITION

As of October 31, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Cash on hand	0.00
Community Partner Ch (XXXXX 1536)	39,447.81
PayPal	1,136.42
Total Bank Accounts	**$40,584.23**
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	**$0.00**
Total Current Assets	**$40,584.23**
TOTAL ASSETS	**$40,584.23**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan	0.00
Total Other Current Liabilities	**$0.00**
Total Current Liabilities	**$0.00**
Total Liabilities	**$0.00**
Equity	
Opening Balance Equity	19,024.38
Retained Earnings	17,712.10
Net Revenue	3,847.75
Total Equity	**$40,584.23**
TOTAL LIABILITIES AND EQUITY	**$40,584.23**

The Bigger Picture Film Group

STATEMENT OF ACTIVITY

January - October, 2019

	TOTAL
Revenue	
Donation	775.00
Grant	5,000.00
Non Profit Income	500.00
Sponsorship	22,034.00
Submission Fees	2,598.94
Ticket Sales	**66,153.69**
Total Revenue	**$97,061.63**
GROSS PROFIT	**$97,061.63**
Expenditures	
Advertising	54.00
Bank Charges	10.48
Bigger Picture Show Event Cost	3,822.00
Carmel Arts Grant Expenses	4,500.00
Dues & Subscriptions	301.98
Event Cost	9,902.82
Event Cost- Festival	34,757.52
Facility Rental	11,200.00
Insurance	1,704.00
Insurance - Liability	1,365.00
Interest Expense	-6.40
Marketing	-221.50
Meals and Entertainment	193.26
Office Expenses	16.95
Office/General Administrative Expenditures	357.15
Onsite Starting Bank	500.00
Prize Money	3,200.00
Rent Deposit	900.00
Rent or Lease	3,150.00
Rock + Reel Event Cost	180.00
Roving Cinema Event Cost	**975.00**
Shipping and delivery expense	100.00
Supplies	1,058.39
Technology	420.95
Unapplied Cash Bill Payment Expenditure	450.00
Utilities	599.90
Web/Tech	2,073.00
Total Expenditures	**$81,564.50**
NET OPERATING REVENUE	**$15,497.13**
NET REVENUE	**$15,497.13**

Form **990-EZ**

Department of the Treasury
Internal Revenue Service

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990EZ* for instructions and the latest information.

OMB No. 1545-1150

2017

Open to Public Inspection

A For the 2017 calendar year, or tax year beginning 09/01/2017 , and ending 08/31/2018

B Check if applicable:
- [ ] Address change
- [ ] Name change
- [ ] Initial return
- [ ] Final return/terminated
- [ ] Amended return
- [ ] Application pending

C Name of organization: BIGGER PICTURE FILM GROUP INC

Number and street (or P.O. box, if mail is not delivered to street address): 125 W. South St. #1930 | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: Indianapolis, IN 46206

D Employer identification number: 27-4344743

E Telephone number: (317)560-4433

F Group Exemption Number

G Accounting Method: [X] Cash [ ] Accrual Other (specify) ▶

H Check ▶ [X] if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: ▶ www.indyfilmfest.org

J Tax-exempt status (check only one) - [X] 501(c)(3) [ ] 501(c) ( ) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are $200,000 or more, or if total assets (Part II, column (B) below) are $500,000 or more, file Form 990 instead of Form 990-EZ ▶ $ 78,291.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I [ ]

Revenue	1	Contributions, gifts, grants, and similar amounts received		1	39,402.
	2	Program service revenue including government fees and contracts		2	38,889.
	3	Membership dues and assessments		3	
	4	Investment income		4	
	5a	Gross amount from sale of assets other than inventory	5a		
	b	Less: cost or other basis and sales expenses	5b		
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)		5c	
	6	Gaming and fundraising events			
	a	Gross income from gaming (attach Schedule G if greater than $15,000)	6a		
	b	Gross income from fundraising events (not including $ ____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000)	6b		
	c	Less: direct expenses from gaming and fundraising events	6c		
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)		6d	
	7a	Gross sales of inventory, less returns and allowances	7a		
	b	Less: cost of goods sold	7b		
	c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)		7c	
	8	Other revenue (describe in Schedule O)		8	
	9	**Total revenue.** Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶		9	78,291.
Expenses	10	Grants and similar amounts paid (list in Schedule O)		10	
	11	Benefits paid to or for members		11	
	12	Salaries, other compensation, and employee benefits		12	
	13	Professional fees and other payments to independent contractors		13	
	14	Occupancy, rent, utilities, and maintenance		14	5,400.
	15	Printing, publications, postage, and shipping		15	3,430.
	16	Other expenses (describe in Schedule O)		16	72,222.
	17	**Total expenses.** Add lines 10 through 16 ▶		17	81,052.
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)		18	-2,761.
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)		19	23,586.
	20	Other changes in net assets or fund balances (explain in Schedule O)		20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶		21	20,825.

For Paperwork Reduction Act Notice, see the separate instructions.

UYA

2019 – 2020 Bigger Picture Film Group Board of Directors

Indy Film Fest is governed by a dedicated group of community leaders who not only keep the organization's long-term goals and objectives in mind, but work on a day-to-day basis to execute year-round events and an annual film festival. These members are:

Chris Overpeck :: Board President
Project Manager, Crowe

Jason Roemer :: Board Vice President
Principal, Lodge Design

Dan Moore :: Executive Director
Developer, Gannett Digital

Neale Johantgen :: Assistant Director
Event Operations Manager, Beyond Monumental

Abby Schoonveld :: Board Treasurer
Project Manager, Lev

Rebecca Berfanger :: Board Secretary
Attorney, RC Berfanger Law

Ben Shine
Community Director, Sun King Brewery

Wayne Indyk
Projectionist, IMAX

EXHIBIT G

2019 CARMEL FILM FORUM
CARMEL ARTS GRANT YEAR END REPORT

Project Title: 2019 Carmel Film Forum
Making the Big Picture: Preproduction, and Crowdfunding
Grant Amount: $5,000
Date of Production: August 10, 2019
Project Activity Location: Carmel Clay Public Library
Total Number of People Directly Engaged: 105
Ages: 15 to 8
Artistic Documentation: Examples of marketing materials, photographic documentation, curriculum are attached.

Project Manager
James Moriarty
Moriarty Media (317) 581-9126
james@moriartymedia.com
www.moriartymedia.com

Overview: Thanks to a Carmel City Arts grant of $5,000.00 to the Indy Film Fest, Moriarty Media and associates were able to produce the 2019 Carmel Film Forum: Making the Big Picture, Preproduction, and Crowdfunding, which highlighted a table-read with local actors reading a feature screenplay. After the table read, participants received a printed curriculum and helped develop the film's log-line and tagline that will be used in the film's marketing. In addition, Rachel Murphy, a professional line producer showed participants how to break down a film's budget, using the feature screenplay as an example. In the evening, Ms. Murphy hosted a screening of Midwest female filmmakers and conducted Q&As with the filmmakers.

All of the granted funds were used in producing and marketing the project. Added value was given to the event by our collaborators through their discounted services (audio/visual, location fees, printing, etc.).

Outcomes: The Film Forum received enthusiastic feedback on the participant evaluation forms. To the question of how the event could be improved, the participants replied that they wanted "more forums more often." Plus, they requested longer bathroom breaks and more time for socializing, which will be considered for future programming.

Benefits: The participants have learned filmmaking skills from experienced professionals. They have been able to share their ideas and receive support from each other. They are better prepared to achieve their filmmaking goals

EXHIBIT G

2019 CARMEL FILM FORUM CARMEL ARTS MARKETING MATERIALS

PRESS RELEASE

The 2019 Carmel Film Forum, Making the Big Picture: Preproduction and Crowdfunding will be held on Saturday, August 10, at the Carmel Clay Public Library. The Forum is FREE and will consist of an afternoon and evening session. Events will include a table read of a screenplay currently in pre-production in Indiana, technical and professional advice for writing, marketing and budgeting a feature film, and a presentation of short movies made by Midwestern women, including a live Q&A session with the filmmakers.

The afternoon session will begin at 12:30 pm with a table read of Indiana filmmaker James E. Moriarty's new feature screenplay, *Ghost from the River,* by local and national professional actors. Following the table read, Eric Wayne Key, founder of Digipitch, will demonstrate his free online screenwriting and film pitching platform. Using the *Ghost from the River* feature screenplay as an example, Eric will discuss the development of a film's log-line and tagline which are used to market films.

Rachel Murphy, a professional line producer based in Indiana, will show how to break down the film's budget to reflect the real-life costs of producing a feature film, as well as the process of developing the film's business plan and crowdfunding campaign. A short crowdfunding video for *Ghost from the River* will be screened at the conclusion of the afternoon session, and the director will discuss how and why the video was created.

The evening session will focus on screening of four short movies by Midwestern women filmmakers, whether as Director, Writer, Director of Photography or Producer. The filmmakers are scheduled to attend the event and offer a Q&A session after the screening. Rachel Murphy will curate and present the screenings and will lead the attending filmmakers in a live Q&A with the audience.

The event is FREE and open to the public. Participants will receive a printed curriculum.

LEARN MORE: MoriartyMedia.com

QUESTIONS: james@moriartymedia.com

LOCATION:
Carmel Clay Public Library
55 4th Ave SE, Carmel, IN 46032, USA

TIMES:

- The afternoon filmmaking workshop starts at 12:30 pm
- The evening film screening starts at 6:30 pm

ADMISSION: FREE

The 2019 Carmel Film Forum is sponsored by The City of Carmel, Moriarty Media, Carmel Clay Public Library, Indy Film Fest, and T. Gregorek AV Consulting.

EXHIBIT G

Carmel
Film Forum
MAKING THE BIG PICTURE
Preproduction & Crowdfunding
12:30 pm
Actors table read of James E. Moriarty's new feature screenplay "GHOST FROM THE RIVER"
3:30 pm
Eric Wayne Key will demo his FREE screenwriting and pitching software
4:00 pm
Line producer Rachel Murphy will teach budgeting and crowdfunding
6:30 pm
Screening of Midwestern Women Filmmakers with Q&A
SATURDAY, AUGUST 10
Carmel Clay Public Library, 55 4th Ave SE, Carmel, IN 46032
ADMISSION IS FREE
Learn more at MoriartyMedia.com
2019 Carmel Film Forum is sponsored by
City of Carmel, Moriarty Media, Carmel Clay Public Library, Indy Film Fest, Digipitch
Indiana Filmmakers Network, Randy Johnson Photography and T. Gregorek AV Consulting

EXHIBIT G

EXHIBIT G

Carmel
Film Forum
SCREENING OF
MIDWEST WOMEN
FILMMAKERS
WITH Q&A
SCRIPT
DIRECTOR
Filmmaking in the Midwest has always come with trials and tribulations. Being a woman in this field of film carries another level of challenges. You have to prove that you are just as capable of creating content that is appealing and relatable.
Attend a screening of four women-produced short films. Whether as Producer, Director, Writer, or Director of Photography, come watch their films and discuss with them the paths they chose to get them there.
SATURDAY, AUGUST 10
AT 6:30 pm
Carmel Clay Public Library 55 4th Ave SE, Carmel, IN 46032
ADMISSION IS FREE
Learn more at MoriartyMedia.com
2019 Carmel Film Forum is sponsored by
City of Carmel, Moriarty Media, Carmel Clay Public Library, Indy Film Fest, Digipitch
Indiana Filmmakers Network, Randy Johnson Photography and T. Gregorek AV Consulting

EXHIBIT G

2019 CARMEL FILM FORUM CARMEL ARTS PHOTOGRAPHIC DOCUMENTATION

BY RANDY JOHNSON PHOTOGRAPHY

See a gallery of photographic documentation at

http://moriartymedia.com/content/2019-carmel-film-forum-making-big-picture-preproduction-and-crowdfunding

EXHIBIT G

EXHIBIT G

EXHIBIT G

RESOLUTION NO. BPW 01-22-20-02

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Booth Tarkington Civic Theatre (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Michael J. Lasley, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement.** The City, after review and recommendation by the Mayor, agrees to grant $ 210,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status.** Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability.** If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Booth Tarkington Civic Theatre **("Grantee")**

By: _____ (Signature)

Printed Name of Officer: Michael J. Lasley Title: Executive Artistic Director

Date: 11/20/2019

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12-30-19

ATTEST:

Sharon Kibbe

Date: 12/30/2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Booth Tarkington Civic Theatre
Address: 3 Center Green, Carmel, IN 46032

Telephone: 317.853.6321 Fax: _____
Contact Person: Julia T. Bonnett
Email: julia@civictheatre.org

APPLICATION AMOUNT: $ 225,000

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Please see the attached narrative.

By: _____
Printed Name of Officer: Michael J. Lasley
Title: Executive Artistic Director
Date: 11/20/2019

(Additional pages may be added to Exhibit "A")

During the 2020-21 season, Booth Tarkington Civic Theatre will use support from the City of Carmel to generate significant economic activity in the City of Carmel and improve the quality of life for over 56,000 community members through theatre access, education programs, and outreach initiatives.

ORGANIZATIONAL DESCRIPTION

Booth Tarkington Civic Theatre is the largest community-based theatre in Indiana and one of the ten largest nationwide. For over a century, it has been a vital part of the Central Indiana community by providing live entertainment, creative opportunities, and theatre education to residents of all ages and backgrounds. Civic's programs offer community members opportunities to directly engage on stage, behind the scenes, and in the audience with the support of experienced theatre professionals. Next season, Civic will provide up to 97 public performances, employ 300 local artists, expose 33,000 audience members to the magic of live theatre, and serve 23,000 students through education and outreach, reaching over 56,000 community members cumulatively.

Civic Theatre's mission is to foster a love of theatre through imagination, education, and participation. Civic is proud of its ability to provide professional-level theatre at a reasonable price to the Central Indiana community. The heart of Civic's artistic vision is the creation of magic through live theatre. This magic is far greater than the special effects that enhance a production; it inspires every participant by exposing them to new ideas, igniting their imaginations, provoking eye-opening conversations, and connecting community members with one another. Civic believes that theatre is not only for special occasions, but should be experienced on a regular basis through study, rehearsal, performance, creation, and observation. It is vital nourishment for the soul and mind, and it should be accessible to everyone regardless of skill, expertise, or background.

The combination of committed volunteer performers, experienced craftsmen and technicians, and a seasoned professional staff set Civic Theatre apart from other performing arts organizations in Central Indiana. By bringing together the best of local and regional theatre professionals with highly talented volunteer talent, Civic is able to direct its resources into framing each avocational performer with the most up-to-date theatre techniques, technology, and facilities, effectively minimizing overhead costs while maximizing the participant's experience. These strategies result in productions of artistic excellence that rival the work presented by fully professional companies, while maintaining competitive ticket prices. These efforts culminate in nine professionally produced shows each year, exposing over 33,000 audience members to live theatre.

Education has been integral to the Theatre's operations since its inception, and Jr. Civic has officially offered the only year-round, theatre-based performing arts program in the state of Indiana since 1941. Civic provides a broad range of performing arts workshops and classes for students, ages 18 months and older, with formal written evaluations, advanced levels of study, ties to Common Core State Standards as well as Indiana State Academic Standards, and established professionals as instructors. Civic's reputation for providing the state's best performing arts education program for youth attracts regular students from across Indiana with 50% of students from Carmel, 15% of students from other areas in Hamilton County, 16% of students from Marion County, 16% of students from other Central Indiana counties, and 3% from outside Central Indiana. To provide equal access for

all students, Jr. Civic embraces the needs of at-risk students and implements numerous outreach programs to provide curriculum for these deserving yet underserved students. Education and outreach programs reach over 23,000 annually.

MAINSTAGE

Mainstage production selection for the 2020-21 season is still in process, as title submissions to the Center for the Performing Arts for approval occurs in February each year. Civic publicly announces its Mainstage season of 3 Broadway musicals, 2 plays, and 3 children's productions each spring at the start of its subscription campaign launch.

	PRODUCTION	DATES	SHOWS	SEATS
1	Young Artists Program Musical	June 2020	4	2,052
2	Mainstage Fall Musical	July 2020	10	5,130
3	Mainstage Holiday Musical	October 2020	18	9,234
4	Mainstage Winter Play	December 2020	14	7,182
5	Spring Children's Production	February 2021	9	4,617
6	Studio Spring Play	February 2021	14	3,080
7	Mainstage Spring Musical	March 2021	11	5,643
8	Jr. Civic Musical	April/ May 2021	9	4,617
9	Young Artists Program REVUE!	June 2021	2	440
	SNEAKVIEW	Final Dress Rehearsals	6	3,078
	TOTALS		**97**	**45,073**

Civic's seven productions in the Tarkington, one production in the Studio Theater, and one off-site Young Artists Program production will provide potential for over 45,000 patrons to attend as audience members. **Civic's current projections for its 106th season indicate that around 75% of its seats will fill, realistically serving 33,000 individuals.** According to the Arts Council of Indianapolis' Economic Impact study of 2015, each of these patrons will spend $30.67 beyond the cost of their ticket on meals, transportation, souvenirs, concessions, etc. Considering an average ticket price of $30 for mainstage productions, $10 for Children's Theatre productions, and free seats for Civic's SneakView outreach program, **Civic audience members alone will generate $1,852,542 in economic activity in the Carmel area.** An estimated additional economic impact of $150,000 will be generated through education programs for **a grand total of $2,002,542 in economic activity in Carmel** due to Civic's presence. Thus, it is clear that the City's support of Civic's operations is a sound investment in the community's overall vitality.

EDUCATION

In addition to programming on stage, Civic provides exceptional theatre education to over 23,000 community members through classes, workshops, outreach initiatives, and educational productions, enhanced by study guides and academic supplements. In Jr. Civic's Education Suite in the James Building, 3,000 students ages 18 months through 18 years study musical theatre in one

of over 100 course offerings each year. Civic's educational workshops are unique to Central Indiana in that they are based on skill development rather than product development. In other words, Jr. Civic students develop essential life skills of communication, teamwork, creativity, et al., as they improve and perfect their performance skills, rather than paying to participate in productions. Civic's philosophy is to create a superior performer through proper technique and intensive study. This approach promotes meaningful and lasting change in the life of each student, whether or not they pursue a career in the performing arts.

Additionally, Civic serves the demographics of Carmel by producing student matinees of children's productions to appeal to audience members of all ages. Titles for children's productions are selected based on their appeal to students in grades K-8 and their relationship to current curriculum choices and academic standards. Civic's education department creates educator resources with ideas for classroom activities and discussion topics relating to the show's content, all tied to academic standards. Classrooms from Carmel High School, Carmel Elementary, College Wood Elementary, Cherry Tree Elementary, Primrose at West Clay, Primrose at Bridgewater, Primrose of West Carmel, Carmel Cooperative Preschool, and Northview Christian Church Preschool have already reserved seats for the 2019-20 season.

Each year, over 2,500 high school students benefit from participation in the Young Artists Program (YAP) as performers, students, or audience members. The year-round program allows high school students to participate through workshops that cater to their busy schedules: one-day master classes offered throughout the school year, a cabaret-based summer program with a final showcase in June, and a month-long summer intensive study culminating in public performances during July. All workshops and productions are staffed with working professionals, many of whom possess current Broadway credentials. YAP's workshops have been taught by Telly Leung (Aladdin in Broadway's ALADDIN), Josh Kaufman (winner of *The Voice*), Faith Prince (Broadway's GUYS & DOLLS), and Ryan Breslin (Broadway's NEWSIES).

The availability of inclusive performances expands Civic's typical audience by adding appeal for families of children with special needs. Carefully designed Social Stories prepare these children for the experience of viewing live theatre. Civic is proud to expand its tradition of presenting inclusive performances of all productions during the 2019-20 season. For the first time this season, Civic Theatre is offering audio description services to audience members with visual disabilities as well as American Sign Language interpreters at each of these performances.

OUTREACH

Civic's outreach programs target the underserved community with theatre access and education opportunities for individuals who might otherwise never experience live theatre. Through partnerships with daycares and preschools serving low income populations, Civic involves 4,000 young children in developmental arts education through the continued support of PNC's Grow Up Great initiative. This program, Storytime with Civic, has a three-part structure based on well-established Jr. Civic programming, engaging child care centers through different levels of involvement. The program includes an interactive artist-instructor visit at the preschool's facility; a trip to the Tarkington for Backstage Pass; and tickets to a Civic children's production in

the Tarkington -- either THE CAT IN THE HAT (February) or the Jr. Civic Musical (June). Civic's education team accommodates the needs of each partnering organization to ensure appropriate programming as requested.

Civic provides ticket and tuition scholarships to all children who receive free or reduced price lunch at their school or who can otherwise demonstrate a sincere need for financial assistance. During 2019, Civic distributed 887 scholarship tickets or tuitions to underserved youth from schools across the state. Civic expects to serve the same number of community members through free access to live theatre in 2020.

SneakView continues to serve the clientele of social service organizations, including low-income retirement homes, halfway houses, shelters, and mentoring programs by opening the final dress rehearsal of each Mainstage production to these groups. Each year, the program continues to serve a minimum of 2,500 individuals by providing a live theatre experience free of ticket cost. Participating Carmel organizations include nonprofit senior living facilities and religious senior organizations such as The Barrington, St. Elizabeth Ann Seton's Widow's Group, PrimeLife Enrichment, Manor Care at Summer Trace, Carmel Senior Living, and Venture Christian Church's senior group.

In total, Civic distributed 4,062 tickets to the public based on need including 606 Storytime scholarships, 887 tickets to low-income children, 2,269 SneakView tickets, and 300 tickets to the United Service Organizations (USO) of Indiana.

ADMINISTRATION

Civic's staff of eight full-time employees and four part-time employees that manage the Theatre's operations on a day-to-day basis. The organization is segmented into three main areas of concentration: production, education, and administration. Of the twelve staff members, four focus their energies on the execution of Civic's productions, three are dedicated to education programs and outreach initiatives, and five oversee the administrative processes.

Civic evaluates organizational success on a weekly basis by monitoring various aspects of operations including ticket sales, class enrollment, and contributed income. These statistics are shared weekly at staff meetings for discussion, and measured against historical data to determine the success and vitality of titles, classes, and campaigns. These staff meetings also provide opportunities to share observations of the Theatre's day-to-day operations, troubleshoot challenges, develop best practices, and identify successful initiatives. These evaluations are provided to funders and kept for future reference to ensure Civic's continual improvement.

To achieve its financial goals, Civic works diligently to continue existing relationships with patrons and partnering organizations, while constantly exploring opportunities to develop new income streams internally and through external support. Civic has a long history successful, multi-year partnerships with the following Carmel-based entities via outreach, sponsorship, or trade:

Actors Theatre of Indiana	Books & Brews Carmel	Carmel Senior Living
The Barrington of Carmel	Carmel Christkindlmarkt	The Center for the Performing Arts

Central Indiana Dance Ensemble
Current Publications
Drewry Simmons Vornehm
Gregory Hancock Dance Theatre
Hamilton County Tourism
IU Health North Hospital
Orchard Park Elementary School
Manor Care at Summer Trace
The Monon Center
Pedcor Companies
PrimeLife Enrichment
REI Real Estate Services
Special Olympics of Indiana
St. Elizabeth Ann Seton Catholic Church
Telamon
Tina's Traditional Tea Room
Venture Christian Church
Zeller Realty

These partnerships represent collaborations to provide arts access and education to underserved students, patron incentives and deals, promotional considerations, and sponsorships of Civic's Mainstage and educational programs. Civic continually seeks new and diverse opportunities to collaborate with community organizations and institutions to create mutually beneficial partnerships that are representative of the neighborhoods Civic serves, as reflected in the table below.

	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19
Hamilton County Patrons	39.6%	42.0%	47.2%	41.1%	45.6%	45.2%	50.3%	51.6%
Marion County Patrons	44.8%	39.1%	30.4%	36.3%	34.1%	32.9%	31.5%	25.3%
Other Central Indiana Patrons	10.4%	13.3%	13.0%	16.7%	11.9%	12.2%	13.6%	12.1%
Outside Central IN Patrons	5.2%	5.6%	9.4%	5.9%	8.3%	9.8%	4.7%	11%
Total Patrons Served	**45,606**	**52,624**	**54,006**	**52,877**	**56,380**	**54,321**	**56,584**	**57,125**

Through a diligent, professional approach to the year-round production of family-friendly theatre and educational programs for all ages, Civic reinforces the vitality of the City of Carmel. Beyond the substantial impact on local economic activity, Civic's offerings improve the quality of life for residents and attract tourism. As a producing theatre company in which every part of the theatrical process is created, developed, and consumed by the local community, Booth Tarkington Civic Theatre looks forward to enhancing the quality of life for Carmel residents with the support of the City of Carmel during the 2020-21 season.

Booth Tarkington Civic Theatre

	FY20 Board Approved Budget	FY21 Projected Budget (Nov 2019)
REVENUE		
Mainstage	**831,265**	**835,000**
Subscriptions	154,790	155,000
Single & Group Ticket Sales	579,456	580,000
Jr. Civic Ticket Sales	24,743	25,000
Service Fees	62,277	65,000
Production Rental Income	10,000	10,000
Education	**178,500**	**163,000**
Jr. CivicClasses and Workshops	144,950	145,000
Young Artists Workshops	17,550	18,000
* Jr. Civic Travel Fees	16,000	0
Total Earned Revenue	**1,009,765**	**998,000**
Support		
Foundations	120,000	120,000
** City of Carmel	225,000	230,000
Other Government Funds	21,000	21,000
Individual	155,000	160,000
Board Gifts	90,000	90,000
Corporate Sponsorships	120,000	120,000
Events	70,000	70,000
Total Contributed Revenue	**801,000**	**811,000**
In-Kind Revenue	**141,000**	**141,002**
TOTAL REVENUE	**$1,951,765**	**$1,950,002**
EXPENSES		
Salaries and Benefits	690,201	695,000
Production	449,754	450,000
Center for Performing Arts Fees	217,443	220,000
Marketing and Advertising	105,425	106,000
Administrative	165,622	170,000
Facilities	34,740	35,000
Civic Classes	60,500	45,000
Development & Fundraising	60,000	60,000
Other Expenses		
In-Kind Expenses	141,000	141,000
Depreciation Expenses	25,284	25,000
TOTAL EXPENSES	**$1,949,969**	**$1,947,000**

**Jr. Civic has budgeted for an educational trip for students to New York City in FY20*

***A $250,000 grant award from the City of Carmel comprises 13% of Civic's annual operating budget, well below the upper limit of 30%.*

State of Indiana
Office of the Secretary of State

CERTIFICATE OF AMENDMENT

of

THE BOOTH TARKINGTON CIVIC THEATRE OF INDIANAPOLIS INC

I, CHARLES P. WHITE, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

The name following said transaction will be:

THE BOOTH TARKINGTON CIVIC THEATRE INC.

Indiana Secretary of State
Packet: 194150-089
Filing Date: 07/07/2011
Effective Date: 07/07/2011

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, July 07, 2011.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 7, 2011.

Charles P. White

CHARLES P. WHITE,
SECRETARY OF STATE

194150-089 / 2011070713077

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077550279
Mar. 29, 2012 LTR 4168C 0
35-0230360 000000 00
00039084
BODC: TE

THE BOOTH TARKINGTON CIVIC THEATRE
INC
% ROBERT SORBERA
3 CENTER GREEN SUITE 200
CARMEL IN 46032-3809

14399

Employer Identification Number: 35-0230360
Person to Contact: Sophia Brown
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 15, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 1953.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Cindy Thomas

Cindy Thomas
Manager, EO Determinations

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Michael J. Lasley, an authorized representative of Booth Tarkington Civic Theatre ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 1,773,344.55.

Signature
Printed Name Michael J. Lasley

Subscribed and sworn to before me, the undersigned Notary Public, this 26 day of November, 2019.

#708965

KELLI HARTMAN
Hamilton County
My Commission Expires
January 4, 2026

[SEAL]

Signature - Notary Public

Printed Name KELLI HARTMAN

Resident of HAMILTON County, Indiana

My Commission Expires: 01/04/2026

Booth Tarkington Civic Theatre
Consolidated Statement of Financial Position

Preliminary

		31-Oct 2019
ASSETS		
Current Assets		
Cash and cash equivalents	$	46,234
Pledges receivable Current		33,059
Security deposits		1,000
Due From Other Funds		(1)
Prepaid expenses and other current assets		77,902
Total current assets		**158,194**
Fixed Assets		
Furnishings & equip		197,397
Less accumulated depreciation		(182,659)
Net fixed assets		**14,738**
Pledges receivable LT		-
Pledges receivable Discount LT		-
TOTAL ASSETS	**$**	**172,932**
LIABILITIES AND NET ASSETS		
Liabilities		
Current Liabilities		
Accounts payable	$	6,415
Due to Other Funds		(0)
Accrued expenses		11,713
Deferred revenue		104,832
Other Current Liabilities		-
Total current liabilities		**122,960**
Loan Payable		150,000
TOTAL LIABILITIES		272,960
Net assets		(100,028)
TOTAL LIABILITIES AND NET ASSETS	**$**	**172,932**

For management use only – no assurance is provided on these financial statements. - 11/18/2019

Booth Tarkington Civic Theatre
Consolidated Statement of Revenue, Expenses, and Net Assets
through Oct 31, 2019

Preliminary

	YEAR TO DATE			*FY20*
	Actual	Budget	Variance	*Total Budget*
INCOME				
Production Revenue	$ 301,757	$ 292,087	$ 9,670	*$ 1,129,764*
Support and Other Income	133,484	131,550	1,934	*681,000*
TOTAL INCOME	**435,241**	**423,637**	**11,604**	***1,810,764***
EXPENSES				
Production Expenses	257,276	280,983	(23,707)	*980,257*
Operating Expenses	235,421	252,675	(17,254)	*800,928*
Other Expenses (Depr)	3,417	9,260	(5,843)	*27,784*
TOTAL EXPENSES	**496,114**	**542,918**	**(46,804)**	***1,808,969***
In-Kind Revenue	-	-	-	-
In-Kind Expenses	-	-	-	-
Change in Net Assets	**(60,873)**	**(119,281)**	**58,408**	***1,795***
NET ASSETS AT BEGINNING OF YEAR	**(39,155)**	**(39,155)**		**(39,155)**
NET ASSETS AT END OF PERIOD	**$ (100,028)**	**$ (158,436)**	-	***$ (37,360)***

For management use only – no assurance is provided on these financial statements. - 11/18/2019

efile GRAPHIC print - DO NOT PROCESS | As Filed Data - | DLN: 93493134072909

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public
▶ Information about Form 990 and its instructions is at *www IRS gov/form990*

OMB No 1545-0047

2017

Open to Public Inspection

A For the 2017 calendar year, or tax year beginning 07-01-2017 , and ending 06-30-2018

B Check if applicable
☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization
THE BOOTH TARKINGTON CIVIC THEATRE INC

Doing business as

Number and street (or P O box if mail is not delivered to street address) | Room/suite
3 CENTER GREEN NO 300

City or town, state or province, country, and ZIP or foreign postal code
CARMEL, IN 46032

D Employer identification number
35-0230360

E Telephone number
(317) 924-6770

G Gross receipts $ 1,548,128

F Name and address of principal officer
MICHAEL LASLEY
3 CENTER GREEN NO 300
CARMEL, IN 46032

H(a) Is this a group return for subordinates? ☐ Yes ☑ No
H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list (see instructions)
H(c) Group exemption number ▶

I Tax-exempt status ☑ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no) ☐ 4947(a)(1) or ☐ 527

J **Website:** ▶ WWW CIVICTHEATRE ORG

K Form of organization ☑ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation 1914

M State of legal domicile IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities
TO FOSTER A LOVE OF THEATRE THROUGH IMAGINATION, EDUCATION, AND PARTICIPATION

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets

3	Number of voting members of the governing body (Part VI, line 1a)	3	26
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	26
5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	5	60
6	Total number of volunteers (estimate if necessary)	6	350
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	612,660	655,189
	9	Program service revenue (Part VIII, line 2g)	754,911	795,201
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	218	589
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	11,358	55,069
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,379,147	1,506,048
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	668,132	654,377
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶4,415		
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	1,026,259	1,010,148
	18	Total expenses Add lines 13–17 (must equal Part IX, column (A), line 25)	1,694,391	1,664,525
	19	Revenue less expenses Subtract line 18 from line 12	-315,244	-158,477

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	303,298	157,517
	21	Total liabilities (Part X, line 26)	118,214	168,124
	22	Net assets or fund balances Subtract line 21 from line 20	185,084	-10,607

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Sign Here

******
Signature of officer

2019-02-13
Date

MICHAEL LASLEY EXECUTIVE ARTISTIC DIRECTOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
ELIZABETH M BELCHER CPA	ELIZABETH M BELCHER CPA	2019-02-13		P01227829

Firm's name ▶ SPONSEL CPA GROUP LLC
Firm's EIN ▶ 27-0851983
Firm's address ▶ 251 N ILLINOIS ST STE 450
INDIANAPOLIS, IN 46204
Phone no (317) 608-6699

May the IRS discuss this return with the preparer shown above? (see instructions) ☑ Yes ☐ No

Booth Tarkington Civic Theatre
2019/20 Board of Trustees

- **Executive Officers**

Stephanie C. Kim, Chair
~Telamon
Todd C. Lady, Vice Chair
~Taft Stettinius & Hollister LLP
Donald E. Knebel, Immediate Past Chair
~Barnes & Thornburg, LLP
Jay A. Feller, Incoming Chair
~Somerset CPAs
Laurie Tanselle, Secretary
~CFP and Community Volunteer
Joshua K. Malarsky, Treasurer
~Katz, Sapper & Miller

- **Trustees**

Kristen D. Boice
~Pathways to Healing Counseling, LLC
Mary Bowman
~Freelance Musician & Educator
Melissa Cohen
~Congregation Beth-El Zedeck
Patrick A. Drewry
~Drewry Simmons Vornehm
Lynda Goeke
~The Goeke Group
Bruce E. Heslin
~St. Vincent Medical Group
Sarah Honaker
~IU Health
Scott S. Luc
~ Merrill Lynch Wealth Management
Sarah Luedtke
~Investment Management Group
Jeanine Kerridge
~Barnes & Thornburg, LLP
Vivian Lawhead
~SoHo Café
Brett D. McKamey
~Goelzer Investments
Corrie Meyer
~Innovative Planning, LLC
John O'Brien
~Fifth Third Insurance
Jill O'Malia
~Great Deals Savings Magazine
Michelle Pheffer
~Light Bound
Ilissa E. Rassner
~Eli Lilly and Company
Kristen Robertson
~The Worth Collection, LTD
Ellen R. Rogers
~Independent Community Relations Contractor
Munjot Sahu
~Eli Lilly & Company
Brian Smiler
~Roche Diagnostics Operations, Inc.
Ann M. Soards
~Community Volunteer
J. Keith Stucker
~JKS Investment Group
Joanna Tuohy
~The National Bank of Indianapolis
Justin M. Verbeten
~BKD, LLP
Tiffany Whisner
~Coles Marketing

- **Honorary Trustees**

Katherine B. Appel
~Community Volunteer
Thomas W. Beeler
~Community Volunteer
Jason R. Boyewsky
~The National Bank of Indianapolis, Retired
D. Peter Dunbar
~ KeyBank
Jeffrey E. Good
~ Milestone Financial Advisors
Connie R. Horwitz
~Indianapolis Power & Light Co., Retired
Charlie Morgan
~ EMMIS Communications
Katharine Mothershead-Kruse
~ Mothershead Foundation
Hilary Stout Salatich
~ Community Volunteer
Carolyn M. Schaefer Gray
~ CMS Investments
Charles P. Sutphin
~ Netherleigh Enterprises, LLC
Lynn C. Tyler
~ Barnes & Thornburg, LLP
Lynn C. Wilson
~ Crosby Wilson Consulting

2019 CITY OF CARMEL GRANT REPORT

November 22, 2019

With the generous support of $210,000 from the City of Carmel, Civic Theatre is projected to reach over 35,000 audience members through nine annual productions. To date, the grant has supported production expenses for 8 of 9 shows planned during the grant period:

PRODUCTION	TITLE	SHOWS	PATRONS
Mainstage Winter Play	TO KILL A MOCKINGBIRD	17	5,644
Winter Children's Production	THE CAT IN THE HAT	11	3,455
Mainstage Studio Spring Play	THE IMPORTANCE OF BEING EARNEST	15	1,601
Mainstage Spring Musical	NEWSIES	11	4,592
Jr. Civic Musical	REVUE!	2	246
Young Artists Program Cabaret	SHREK JR.	9	3,627
Young Artists Program Musical	A CHORUS LINE	4	1,678
Mainstage Fall Musical	MAMMA MIA!	10	3,991
Mainstage Holiday Musical*	ELF THE MUSICAL*	18	7,968
TOTAL		**98**	**32,802**
SneakView		6	2,269
GRAND TOTAL		**104**	**35,071**

**This production has not yet occurred as of November 22, 2019. Patron numbers are based on comparable attendance history.*

In 2019, Civic Theatre has predicted it will provided a total of 56,821 opportunities to community members on stage, in the classroom, and in the audience. 35,071 audience members and 21,750 students had theatre access because of Civic programming throughout the year. Civic's audience came from all over the state, but primarily from Central Indiana:

City/ County	Audience Members	Percentage
Carmel	11,366	35%
Other Hamilton County	5,554	17%
Marion County	8,296	25%
Other Central Indiana	3,983	12%
Outside Central Indiana	3,602	11%

Civic's overall audience capacity for its 104 performances is projected to be 72%, surpassing its 70% threshold measurement of success. The attached financial report details the allocation of the City of Carmel's funds as well as the return on investment to the City of Carmel for its support of Civic in 2019.

Throughout 2019, Civic Theatre saw great success in engaging the community through an increase in ticket sales and class enrollment, new and diverse volunteer actors, and an expansion of its Storytime with Civic program.

During 2019, 2,766 new households attended a Civic Theatre performance for the very first time, and ticket sales for TO KILL A MOCKINGBIRD and MAMMA MIA! were at a record high for each of their respective show slots in the season. Civic's presentation of ELF THE MUSICAL is also projected to set all records, making it the most successful production in Civic's 104-year history. Additionally, Civic continues to see growth in participation in its education programs after the significant updates it made to the program last year, including investment in an online enrollment system. In 2019, class enrollment increased by 20%.

In 2019, Civic served 7,000 students through matinee performances of TO KILL A MOCKINGBIRD, THE CAT IN THE HAT, and SHREK JR. Of these students, 20% received free tickets based on their low-income status. These performances contributed to record sales, including the highest grossing play (TO KILL A MOCKINGBIRD) and Jr. Civic Musical (SHREK JR.) in Civic's 104-year history. This spring, Civic plans to offer student matinees during William Shakespeare's MUCH

ADO ABOUT NOTHING, Dr. Seuss's THE CAT IN THE HAT, and Disney's FROZEN JR. with a goal of providing free tickets to at least 1,500 low-income children.

Over the past few years, Civic staff has strategically focused on decreasing expenses and increasing efficiency. For production, this means continuing to operate at a high standard with fewer employees, time, and resources. Civic's production team has succeeded at these endeavors by reducing production expenses overall by 20% since 2016. During the same time frame, ticket sales have increased by 25%.

Throughout the year, Civic receives feedback from young performers, and their families, whose lives have been affected by participating in Civic programs. One parent of a Jr. Civic Summer Camp participant said the following:

I just wanted to thank you for another awesome Civic experience for BOTH Ella and Talia. They learn so much from you and your program - Ella feels she has really found her her "theatre home" with all the Civic kids. And Talia, who loves to perform, but can be shy about making new friends has had an amazing Civic summer through the various workshops and camp - and has made several new friends! I've always said theatre kids are the best! My girls flourished through their summer Civic experiences from both a "talent development" and life lessons/social perspective and confidence as well.

A Young Artists Program (YAP) alumna helped Civic celebrate its Day of Giving this year by posting the following to social media:

Civic is an amazing theatrical space that gives the art and power of theatre to such a huge community. The amount of people Civic reaches is astonishing! I've gotten the privilege to not only perform, but help out around Civic within the past few years. I am huge fan of their environment, and I have gained so much from working with all of those who run it. I have met so many great friends, teachers, and just fantastic people through Civic. I've even found amazing mentors that have been such a help in guiding me in the right direction!

Because of the generosity of the City of Carmel, Booth Tarkington Civic Theatre is able to touch the lives of thousands of community members each season with arts access and opportunities. Civic Theatre looks forward to continuing its partnership and enhancing the quality of life for Carmel residents this season.

2019 CARMEL GRANT REPORT

2019 Grant Monies Spent to Date

As of November 22, 2019

	TITLE	DATES	PRODUCTION EXPENSES	CPA FEES*	% OF BUDGET	CARMEL GRANT MONIES
1	TO KILL A MOCKINGBIRD	02/08/2019- 02/23/2019	$33,110.96	$39,438.00	10%	$21,361
2	THE CAT IN THE HAT	02/26/2019- 03/07/2019	$9,364.11	$7,538.00	3%	$6,041
3	IMPORTANCE OF BEING EARNEST	03/22/2019- 04/06/2019	$12,356.25	$27,034.80	4%	$7,971
4	NEWSIES	04/26/2019- 05/11/2019	$70,481.63	$37,702.38	22%	$45,469
5	REVUE!	6/19/2019	$2,600.00	$3,207.38	1%	$1,677
6	SHREK JR.	06/21/2019- 06/26/2019	$9,736.31	$11,095.00	3%	$6,281
7	A CHORUS LINE	07/25/2019- 07/28/2019	$35,370.97	$14,467.38	11%	$22,819
8	MAMMA MIA!	10/04/2019- 10/19/2019	$43,789.81	$31,200.00	13%	$28,250
9	ELF THE MUSICAL*	12/06/2019- 12/282019	$108,710.00	$44,740.00	33%	$70,131
	TOTAL		**$325,520.04**	**$216,422.94**	**100%**	**$210,000.00**
	TOTAL PRODUCTION EXPENSES* **			**$896,511.98**		

*These productions have not yet occurred as of 11/30/2018; thus, Civic has yet to allocate $60,984 of the City's investment. Production expenses are based on budgeted

**CPA Box Office Fees per production are deducted from Civic Theatre's ticket sales processed through the Center for the Performing Arts Box Office before revenue for each production is released to Civic.

***Includes production expenses by show, CPA fees, and overhead production costs of $354,569 (salaries, benefits, scene shop, etc.)

2019 Return on Investment to the City of Carmel

As of November 22, 2019

	TITLE	CARMEL GRANT MONIES	PATRONS	TOTAL ECONOMIC IMPACT**	ROI TO THE CITY***
1	TO KILL A MOCKINGBIRD	$21,361	5,644	$280,337.48	$258,976.89
2	THE CAT IN THE HAT	$6,041	3,455	$126,038.40	$119,997.41
3	IMPORTANCE OF BEING EARNEST	$7,971	1,601	$93,050.12	$85,078.84
4	NEWSIES	$45,469	4,592	$263,213.44	$217,744.22
5	REVUE!	$1,677	246	$12,115.50	$10,438.18
6	SHREK JR.	$6,281	3,627	$143,339.04	$137,057.94
7	A CHORUS LINE	$22,819	1,678	$86,098.18	$63,279.60
8	MAMMA MIA!	$28,250	3,991	$254,106.97	$225,857.22
9	ELF THE MUSICAL*	$70,131	7,968	$562,700.16	$492,568.99
	TOTAL	**$210,000**	**32,802**	**$1,820,999.29**	**$1,610,999.29**
	SneakView****		2,269	$69,590.23	$69,590.23
	GRAND TOTAL		**35,071**	**$1,890,589.52**	**$1,680,589.52**

*This production has not yet occurred as of 11/22/2019. Patron numbers are based on comparable attendance history.

**Economic Impact is calculated according to the Arts Council of Indianapolis' 2015 Economic Impact study, which states that each arts patron spends approximately $30.67 beyond the cost of a ticket. The Total Economic Impact is calculated by adding this to the average ticket price per show and multiplying by the number of patrons who attended.

***Return on Investment (ROI) to the City of Carmel equals the total economic impact less the City's investment in production costs.

****Because SneakView patrons receive free tickets, the average economic impact per patron is a pure $30.67.

RESOLUTION NO. BPW 01-22-20-03

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and The Carmel Arts Council (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Vivian Lawhead an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $3,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

The Carmel Arts Council **("Grantee")**

By: Vivian K. Lawhead (Signature)

Printed Name of Officer: VIVIAN K. Lawhead Title: Treasurer

Date: 11-17-19

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Carmel Arts Council, Inc.
Address: P.O. BOX 344
Carmel IN 46082
Telephone: 317-443-7548 Fax: _____
Contact Person: VIVIAN Lawhead, Treas.
Email: vklawhead@gmail.com

APPLICATION AMOUNT: $ 12,000.00

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Attached

By: Vivian Lawhead
Printed Name of Officer: Vivian Lawhead
Title: Treasurer
Date: 11-15-19

(Additional pages may be added to Exhibit "A")

EXHIBIT A
Proposed Use of Grant Funds

The Carmel Arts Council in its 23rd year, spent 2019 reorganizing our goals and mission. We dropped a few events that did not speak to our mission, but expanded our goals to provide financial aid in the form of high school scholarships as well as supporting financially several community art events such as Carmel on Canvas, Rain on Main, the Spring and Fall Art Contests, the Veggie Art Contest at the Farmer's Market and the International Arts Festival, which also includes a Doreen Squire Ficara Scholarship. We also have increased our support to local art teachers each year by providing grants for their educational programs and supplies in the amount of $3600. We also hope to continue our Emerging Curators' Educational Program in the summer, mentoring local high school students as they curate our summer exhibit.
With this grant, we can not only continue supporting these programs, but increase our support.

By eliminating some of our events that did not meet our mission, we are hoping to further expand our footprint in our local arts community by increasing our scholarships, promoting our willingness to help support local art, and offer an increased financial support to local art events.

This grant will be used solely for those purposes—expanding our ability to offer financial support and scholarships in our community and promoting our efforts in order to make the local art community aware of our desire to support. By awarding the Carmel Arts Council this grant, the City of Carmel will be helping the Arts Council continue its support of local art students, artists, teachers, and art events in our community.

Exhibit B

11:28 AM
11/19/19

Carmel Arts Council
Profit and Loss Budget Overview
January through December 2020

	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20	Aug '20	Sep '20	Oct '20	Nov '20	Dec '20	TOTAL Jan - Dec '20
Ordinary Income/Expense													
Income													
Direct Public Support													
Gifts in Kind - Goods	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
Individ, Business Contributio	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
Total Direct Public Support	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Donations	41.00	41.00	41.00	41.00	41.00	41.00	41.00	41.00	41.00	41.00	41.00	49.00	500.00
Grants	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Types of Income													
Membership Dues	650.00	1,150.00	100.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
Miscellaneous Revenue	0.00	0.00	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00
Other Types of Income - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Types of Income	650.00	1,150.00	100.00	1,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00
Program Income	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
Ticket Sales for Events	0.00	0.00	0.00	700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	700.00
YPS Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	1,041.00	1,541.00	491.00	2,691.00	391.00	391.00	391.00	391.00	391.00	391.00	391.00	399.00	8,900.00
Expense													
Business Expenses	0.00	0.00	200.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00
Contract Services													
Accounting Fees	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Contract Services - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Contract Services	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Emerging Curator Program	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	0.00	0.00	0.00	0.00	0.00	1,200.00
Facilities and Equipment													
Rent Parking Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Facilities and Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gallery Expense	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	68.00	750.00
Operations													
Postage Mailing Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	0.00	0.00	0.00	75.00
Printing and Copying	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	24.00	200.00
Telephone Telecommunicati	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Operations - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	0.00	0.00	0.00	70.00
Total Operations	16.00	16.00	16.00	16.00	16.00	16.00	16.00	91.00	86.00	16.00	16.00	24.00	345.00
Other Types of Expenses													
Community Donations	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	212.00	2,500.00
Dues	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00
Insurance - Liability, D and O	0.00	0.00	0.00	787.00	713.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00
Other Costs	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
Total Other Types of Expenses	408.00	258.00	258.00	1,045.00	971.00	258.00	258.00	258.00	258.00	258.00	258.00	262.00	4,750.00
Pumpkinfest Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Scholarship													
Teacher Gifts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	3,600.00
Teacher Grants	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Scholarship - Other	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	15,000.00
Total Scholarship	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	4,950.00	1,350.00	1,350.00	1,350.00	1,350.00	19,800.00
Spring Luncheon													
Art in Bloom	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Spring Luncheon	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Winter Art Contest	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	200.00
YPS Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	1,936.00	1,786.00	1,986.00	2,673.00	2,699.00	1,786.00	2,986.00	5,461.00	1,856.00	1,786.00	1,786.00	1,904.00	28,645.00
Net Ordinary Income	-895.00	-245.00	-1,495.00	18.00	-2,308.00	-1,395.00	-2,595.00	-5,070.00	-1,465.00	-1,395.00	-1,395.00	-1,505.00	-19,745.00
Net Income	-895.00	-245.00	-1,495.00	18.00	-2,308.00	-1,395.00	-2,595.00	-5,070.00	-1,465.00	-1,395.00	-1,395.00	-1,505.00	-19,745.00

EXHIBIT C

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greetings:

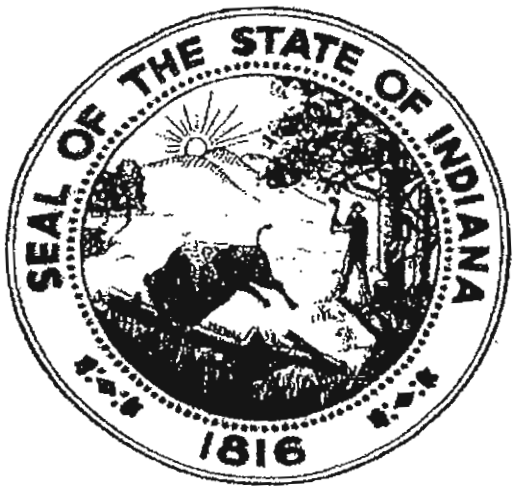
I, Connie Lawson, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records, and proper official to execute this certificate.

I further certify that records of this office disclose that

CARMEL ARTS COUNCIL, INC.

duly filed the requisite documents to commence business activities under the laws of State of Indiana on February 21, 1986, and was in existence or authorized to transact business in the State of Indiana on February 16, 2014.

I further certify this Non-Profit Domestic Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution or expiration has been filed or taken place.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the city of Indianapolis, this Sixteenth Day of February, 2014.

Connie Lawson

Connie Lawson, Secretary of State

198602-867 / 2014021693449

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

SS-C02
Rev. 2-80
State Form 39721

STATE OF INDIANA

OFFICE OF THE SECRETARY OF STATE

To Whom These Presents Come, Greeting:

CERTIFICATE OF INCORPORATION

CARMEL SESQUICENTENNIAL COMMISSION, INC.

I, EDWIN J. SIMCOX, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above not-for-profit corporation, in the form prescribed by this Office, prepared and signed in duplicate by the Incorporator(s) and acknowledged and verified by the same before a Notary Public, have been presented to me at this office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the duplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in this office; and that the remaining copy(ies) of such Articles bearing the endorsement of my approval and filing has (have) been returned by me to the incorporator(s) or his (their) representatives; all as prescribed by the Indiana Not-For-Profit Corporation Act of 1971.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence has begun.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this

21st *day of*

February *19* 86

EDWIN J. SIMCOX, Secretary of State

By _____

Deputy

EXHIBIT D

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 10, 2003

Person to Contact:
Kathy Masters ID# 31-04015
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
35-1673574

Carmel Arts Council, Inc.
40 W Main Street
Carmel, IN 46032-1764

Dear Sir or Madam:

This is in response to your request of January 16, 2003 regarding your organization's tax exempt status.

Our records indicate that a determination letter issued in September 1987 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Carmel Arts Council, Inc.
35-1673574

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, VIVIAN K. LAWHEAD, an authorized representative of The Carmel Arts Council ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 13,208.31.

Signature
Printed Name VIVIAN LAWHEAD

Subscribed and sworn to before me, the undersigned Notary Public, this 20th day of November, 2019.

Signature - Notary Public

Printed Name Sharon M. Kibbe

[SEAL]

Resident of Hamilton County, Indiana

My Commission Expires: July 12, 2026

SHARON M. KIBBE
Resident of Hamilton Co.
My Commission Expires
July 12, 2026
NOTARY PUBLIC SEAL INDIANA

EXHIBIT E

12:59 PM

11/28/17

Accrual Basis

Carmel Arts Council

Profit & Loss Budget Overview

January through December 2018

	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	TOTAL Jan - Dec 18
Ordinary Income/Expense													
Income													
Direct Public Support													
Corporate Contributions	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Gifts in Kind - Goods	0.00	0.00	300.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	600.00
Individ, Business Contributions	0.00	0.00	2,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	2,800.00
Total Direct Public Support	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	500.00	0.00	4,400.00
Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	255.00	0.00	0.00	255.00
Grants	0.00	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00
Other Types of Income													
Membership Dues	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00
Miscellaneous Revenue	0.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	550.00
Total Other Types of Income	2,500.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	3,050.00
Program Income													
Art in Bloom	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00
Art in Bloom Sponsorship	0.00	0.00	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00
Pumpkinfest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00	500.00
Program Income - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	900.00	0.00	900.00
Total Program Income	0.00	0.00	0.00	7,000.00	0.00	0.00	0.00	0.00	0.00	500.00	900.00	0.00	8,400.00
Ticket Sales for Events	0.00	0.00	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	269.00	1,397.00	0.00	5,666.00
YPS Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00	0.00	3,500.00
Total Income	2,500.00	2,550.00	3,650.00	11,050.00	50.00	50.00	50.00	350.00	50.00	1,094.00	6,347.00	50.00	27,791.00
Expense													
Business Expenses	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	180.00
Comedy Night	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Donation/Scholarships	0.00	0.00	0.00	0.00	7,500.00	0.00	0.00	1,000.00	0.00	0.00	2,500.00	0.00	11,000.00
Facilities and Equipment													
Property Insurance	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Rent, Parking, Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	684.75	684.75
Total Facilities and Equipment	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	684.75	784.75
Gallery Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	320.52	0.00	0.00	620.52
Operations													
Printing and Copying	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	7.49	0.00	0.00	157.49
Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85.00	63.40	0.00	148.40
Total Operations	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	92.49	63.40	0.00	305.89
Other Types of Expenses													
Insurance - Liability, D and O	750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750.00
Total Other Types of Expenses	750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750.00
Pumpkinfest Exp.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	400.00
Scholarship	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00
Spring Luncheon													
Art in Bloom	50.00	50.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00
Spring Luncheon - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Spring Luncheon	50.00	50.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00
Winter Art Contest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	145.26	145.26
YPS Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	400.00
Total Expense	915.00	65.00	265.00	165.00	7,515.00	15.00	15.00	1,315.00	515.00	828.01	2,978.40	845.01	15,436.42
Net Ordinary Income	1,585.00	2,485.00	3,385.00	10,885.00	-7,465.00	35.00	35.00	-965.00	-465.00	265.99	3,368.60	-795.01	12,354.58
Other Income/Expense													
Other Expense													
Ask My Accountant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Income	1,585.00	2,485.00	3,385.00	10,885.00	-7,465.00	35.00	35.00	-965.00	-465.00	265.99	3,368.60	-795.01	12,354.58

1:44 PM

11/21/19

Accrual Basis

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Type	Date	Num	Name	Memo	Clr
CAC Primary Account					
Check	01/14/19		Fed Ex Credit Card Debit		X
Check	01/14/19		hobby lobby	gift to kathy henderson ...	X
Check	01/14/19		Fed Ex Credit Card Debit	mail artwork from sum...	X
Check	01/14/19	1038	Vivian Lawhead	gift for outgoing preside...	X
Deposit	01/31/19			Deposit	X
Deposit	02/07/19			Deposit	X
Check	02/07/19	1037	Vivian Lawhead	spring luncheon 30.00 ...	X
Deposit	02/20/19			Deposit	X
Deposit	02/20/19			Deposit	X
Deposit	02/28/19			Deposit	X
Check	03/05/19	1040	one zone	Chamber of Commerce...	X
Check	03/05/19	1041	State Farm Insurance	Liability umbrella	X
Deposit	03/31/19			Deposit	X
Deposit	04/07/19			Deposit	X
Deposit	04/17/19			Deposit	X
Check	04/18/19	1040	one zone		
Check	04/18/19	1042	Vivian Lawhead	sign up genius	X
Check	04/18/19	1043	State Farm Insurance	Insurance	X
Check	04/18/19	1039	Vivian Lawhead	business entity report	X
Deposit	04/18/19			Deposit	X
Check	04/30/19	1049	Kathy McKinzie	spring art contest	X
Deposit	04/30/19			Deposit	X
Deposit	05/10/19			Deposit	X
Check	05/22/19	1044	ellie shen	Best of Show	X
Check	05/22/19	1045	Elizabeth Kneifel		X
Check	05/22/19	1046	Lizzie Carter	Best of Show	X
Check	05/22/19	1047	Carson Terbush	Best of Show	X
Check	05/22/19	1048	Ian Barajas	best of show	X
Check	05/24/19		Dehmel & Assoc		X

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Type	Date	Num	Name	Memo	Clr
Check	05/31/19	1052	CIAF		X
Check	05/31/19	1051	Hamilton SWCD	Rain on Main	X
Check	05/31/19	1053	Brendon Mudd	2019 Scholarship	X
Check	05/31/19	1054	Katie Phan	Spring Scholarship win...	X
Check	05/31/19	1055	US Postal Service	PO box rental 2019	X
Check	07/12/19	1076	Jo Ellen Flynn		X
Check	07/12/19	1077	Vivian Lawhead		
Check	07/12/19	1078	Nancy Heck/City of Carmel	carmel on canvas	X
Check	07/20/19	1079	State Farm Insurance	Insurance	X
Check	07/20/19	1080	carrie hughes		X
Check	07/20/19	1081	Donna Tutwiler.		X
Check	07/20/19	1082	Vivian Lawhead	printing programs	X
Check	07/20/19	1083	Wendy Walker	Website maintenance, ...	X
Check	07/20/19	1084	State Farm Insurance	Insurance double pay...	X
Check	07/20/19	1085	beth maier	photographer for galler...	
Check	07/20/19	1086	Jessica Qu	curator scholarship	X
Deposit	07/31/19			Deposit	X
Check	07/31/19		Fed Ex Credit Card Debit		X
Check	08/10/19	1084	Vivian Lawhead	printing programs	X
Deposit	08/31/19			Deposit	X
Check	08/31/19		United Art & Education	Teacher gifts	X
Deposit	08/31/19			Deposit	X
Deposit	08/31/19			Deposit	X
Check	09/10/19		monitorin debit card		X
Check	09/18/19		monitorin debit card		X
Deposit	10/01/19			Deposit	X
Check	10/03/19	1088	Kathy McKinzie	spring art contest	X
Check	10/03/19	1089	kim minjeong	curator scholarship	X
Deposit	10/03/19			Deposit	
Deposit	10/11/19			Deposit	X

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Type	Date	Num	Name	Memo	Clr
Deposit	10/11/19			Deposit	X
Total CAC Primary Account					
Other Assets					
Deposit	07/31/19			Interest on checking	
Deposit	08/31/19			interest on checking acct	
Deposit	08/31/19			interest on checking	
Deposit	08/31/19			Interest from checking	
Deposit	10/01/19			interest on checking	
Deposit	10/03/19			State Farm reimb overp...	
Deposit	10/03/19			member pay for lunch	
Deposit	10/11/19			interest on checking	
Total Other Assets					
Donations					
Deposit	02/07/19			gallery donations	
Deposit	10/03/19			gallery donations	
Deposit	10/11/19			gallery donations	
Total Donations					
Other Types of Income					
Membership Dues					
Deposit	02/07/19			gangstad	
Deposit	02/07/19			Deposit	
Deposit	02/20/19			miller, piebes, baretto, c...	
Deposit	02/20/19			Kim Lyon, Karen Kenne...	
Deposit	04/07/19			Fraley, Rude	
Total Membership Dues					
Miscellaneous Revenue					

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Type	Date	Num	Name	Memo	Clr
Deposit	01/31/19			interest on checking ac...	
Deposit	02/28/19			interest from checking ...	
Deposit	03/31/19			Interest on checking ac...	
Deposit	04/30/19			interest paid on checkin...	
Total Miscellaneous Revenue					
Total Other Types of Income					
Program Income					
Sip and Shop					
Deposit	04/07/19			Titak ticket, Vendor Boo...	
Deposit	04/17/19			Deposit	
Deposit	04/18/19			Deposit	
Deposit	04/18/19			Deposit	
Deposit	05/10/19			vendor	
Total Sip and Shop					
Total Program Income					
Business Expenses					
Check	04/18/19	1042	Vivian Lawhead	sign up genius	
Check	04/18/19	1039	Vivian Lawhead	business entity report	
Total Business Expenses					
Contract Services					
Accounting Fees					
Check	05/24/19		Dehmel & Assoc		
Total Accounting Fees					
Contract Services - Other					

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Type	Date	Num	Name	Memo	Clr
Check	07/20/19	1081	Donna Tutwiler.	Phil Lamie prof develop...	
Check	07/20/19	1085	beth maier	photographer for galler...	
Total Contract Services - Other					
Total Contract Services					
Donation/Scholarships					
Check	05/22/19	1044	ellie shen	Best of Show	
Check	05/22/19	1045	Elizabeth Kneifel		
Check	05/22/19	1046	Lizzie Carter	Best of Show	
Check	05/22/19	1047	Carson Terbush	Best of Show	
Check	05/22/19	1048	Ian Barajas	best of show	
Check	05/31/19	1052	CIAF		
Check	05/31/19	1051	Hamilton SWCD	Rain on Main	
Check	05/31/19	1053	Brendon Mudd	2019 Scholarship	
Check	05/31/19	1054	Katie Phan	Spring Scholarship win...	
Check	08/31/19		United Art & Education	Teacher gifts	
Total Donation/Scholarships					
Emerging Curator Program					
Check	07/12/19	1076	Jo Ellen Flynn		
Check	07/12/19	1077	Vivian Lawhead		
Check	07/20/19	1082	Vivian Lawhead	printing programs	
Check	07/20/19	1086	Jessica Qu	curator scholarship	
Check	08/10/19	1084	Vivian Lawhead	printing programs	
Check	10/03/19	1089	kim minjeong	curator scholarship	
Total Emerging Curator Program					
Facilities and Equipment					
Property Insurance					

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Type	Date	Num	Name	Memo	Clr
Check	03/05/19	1041	State Farm Insurance	Liability umbrella	
Total Property Insurance					
Rent, Parking, Utilities					
Check	05/31/19	1055	US Postal Service	PO box rental 2019	
Total Rent, Parking, Utilities					
Total Facilities and Equipment					
Gallery Expense					
Check	01/14/19		Fed Ex Credit Card Debit	mail artwork from sum...	
Check	07/20/19	1080	carrie hughes		
Check	07/20/19	1081	Donna Tutwiler.	humidifier, plaque names	
Check	07/31/19		Fed Ex Credit Card Debit		
Check	09/10/19		monitorin debit card		
Check	09/18/19		monitorin debit card		
Total Gallery Expense					
Operations					
Printing and Copying					
Check	01/14/19		Fed Ex Credit Card Debit		
Check	07/20/19	1081	Donna Tutwiler.		
Total Printing and Copying					
Total Operations					
Other Types of Expenses					
Community Donations					
Check	07/12/19	1078	Nancy Heck/City of Carmel	carmel on canvas	

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Type	Date	Num	Name	Memo	Clr
Total Community Donations					
Dues					
Check	03/05/19	1040	one zone	Chamber of Commerce...	
Check	04/18/19	1040	one zone		
Total Dues					
Insurance - Liability, D and O					
Check	04/18/19	1043	State Farm Insurance	Insurance	
Check	07/20/19	1079	State Farm Insurance	Insurance	
Check	07/20/19	1084	State Farm Insurance	Insurance double pay...	
Total Insurance - Liability, D and O					
Other Costs					
Check	01/14/19		hobby lobby	gift to kathy henderson ...	
Check	01/14/19	1038	Vivian Lawhead	gift for outgoing preside...	
Check	07/20/19	1083	Wendy Walker	Website maintenance, ...	
Total Other Costs					
Total Other Types of Expenses					
Spring Luncheon					
Check	02/07/19	1037	Vivian Lawhead	spring luncheon 30.00 ...	
Total Spring Luncheon					
Winter Art Contest					
Check	04/30/19	1049	Kathy McKinzie	spring art contest	
Check	10/03/19	1088	Kathy McKinzie	spring art contest	
Total Winter Art Contest					

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Type	Date	Num	Name	Memo	Clr
TOTAL					

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Split	Amount	Balance
Printing and Copying	-2.99	-2.99
Other Costs	-10.69	-13.68
Gallery Expense	-9.72	-23.40
Other Costs	-35.99	-59.39
Miscellaneous Revenue	7.17	-52.22
-SPLIT-	1,203.00	1,150.78
Spring Luncheon	-40.00	1,110.78
Membership Dues	325.00	1,435.78
Membership Dues	200.00	1,635.78
Miscellaneous Revenue	6.57	1,642.35
Dues	-200.00	1,442.35
Property Insurance	-312.00	1,130.35
Miscellaneous Revenue	7.38	1,137.73
-SPLIT-	340.00	1,477.73
Sip and Shop	1,260.00	2,737.73
Dues	-200.00	2,537.73
Business Expenses	-9.99	2,527.74
Insurance - Liability, D an...	-475.00	2,052.74
Business Expenses	-22.00	2,030.74
-SPLIT-	1,099.00	3,129.74
Winter Art Contest	-41.80	3,087.94
Miscellaneous Revenue	7.20	3,095.14
Sip and Shop	50.00	3,145.14
Donation/Scholarships	-100.00	3,045.14
Donation/Scholarships	-100.00	2,945.14
Donation/Scholarships	-100.00	2,845.14
Donation/Scholarships	-100.00	2,745.14
Donation/Scholarships	-100.00	2,645.14
Accounting Fees	-1,150.00	1,495.14

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Split	Amount	Balance
Donation/Scholarships	-1,000.00	495.14
Donation/Scholarships	-100.00	395.14
Donation/Scholarships	-3,000.00	-2,604.86
Donation/Scholarships	-2,000.00	-4,604.86
Rent, Parking, Utilities	-80.00	-4,684.86
Emerging Curator Program	-99.36	-4,784.22
Emerging Curator Program	-28.40	-4,812.62
Community Donations	-500.00	-5,312.62
Insurance - Liability, D an...	-706.00	-6,018.62
Gallery Expense	-60.00	-6,078.62
-SPLIT-	-534.33	-6,612.95
Emerging Curator Program	-28.40	-6,641.35
Other Costs	-300.00	-6,941.35
Insurance - Liability, D an...	-706.00	-7,647.35
Contract Services	-40.00	-7,687.35
Emerging Curator Program	-400.00	-8,087.35
Other Assets	3.70	-8,083.65
Gallery Expense	-83.08	-8,166.73
Emerging Curator Program	-22.50	-8,189.23
Other Assets	2.80	-8,186.43
Donation/Scholarships	-3,240.00	-11,426.43
Other Assets	7.47	-11,418.96
Other Assets	5.27	-11,413.69
Gallery Expense	-95.40	-11,509.09
Gallery Expense	-14.95	-11,524.04
Other Assets	2.57	-11,521.47
Winter Art Contest	-124.22	-11,645.69
Emerging Curator Program	-400.00	-12,045.69
-SPLIT-	805.00	-11,240.69
Donations	107.00	-11,133.69

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Split	Amount	Balance
Other Assets	2.62	-11,131.07
	-11,131.07	-11,131.07
CAC Primary Account	-3.70	-3.70
CAC Primary Account	-2.80	-6.50
CAC Primary Account	-7.47	-13.97
CAC Primary Account	-5.27	-19.24
CAC Primary Account	-2.57	-21.81
CAC Primary Account	-706.00	-727.81
CAC Primary Account	-50.00	-777.81
CAC Primary Account	-2.62	-780.43
	-780.43	-780.43
CAC Primary Account	-28.00	-28.00
CAC Primary Account	-49.00	-77.00
CAC Primary Account	-107.00	-184.00
	-184.00	-184.00
CAC Primary Account	-25.00	-25.00
CAC Primary Account	-1,150.00	-1,175.00
CAC Primary Account	-325.00	-1,500.00
CAC Primary Account	-200.00	-1,700.00
CAC Primary Account	-75.00	-1,775.00
	-1,775.00	-1,775.00

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Split	Amount	Balance
CAC Primary Account	-7.17	-7.17
CAC Primary Account	-6.57	-13.74
CAC Primary Account	-7.38	-21.12
CAC Primary Account	-7.20	-28.32
	-28.32	-28.32
	-1,803.32	-1,803.32
CAC Primary Account	-265.00	-265.00
CAC Primary Account	-1,260.00	-1,525.00
CAC Primary Account	-675.00	-2,200.00
CAC Primary Account	-424.00	-2,624.00
CAC Primary Account	-50.00	-2,674.00
	-2,674.00	-2,674.00
	-2,674.00	-2,674.00
CAC Primary Account	9.99	9.99
CAC Primary Account	22.00	31.99
	31.99	31.99
CAC Primary Account	1,150.00	1,150.00
	1,150.00	1,150.00

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Split	Amount	Balance
CAC Primary Account	185.67	185.67
CAC Primary Account	40.00	225.67
	225.67	225.67
	1,375.67	1,375.67
CAC Primary Account	100.00	100.00
CAC Primary Account	100.00	200.00
CAC Primary Account	100.00	300.00
CAC Primary Account	100.00	400.00
CAC Primary Account	100.00	500.00
CAC Primary Account	1,000.00	1,500.00
CAC Primary Account	100.00	1,600.00
CAC Primary Account	3,000.00	4,600.00
CAC Primary Account	2,000.00	6,600.00
CAC Primary Account	3,240.00	9,840.00
	9,840.00	9,840.00
CAC Primary Account	99.36	99.36
CAC Primary Account	28.40	127.76
CAC Primary Account	28.40	156.16
CAC Primary Account	400.00	556.16
CAC Primary Account	22.50	578.66
CAC Primary Account	400.00	978.66
	978.66	978.66

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Split	Amount	Balance
CAC Primary Account	312.00	312.00
	312.00	312.00
CAC Primary Account	80.00	80.00
	80.00	80.00
	392.00	392.00
CAC Primary Account	9.72	9.72
CAC Primary Account	60.00	69.72
CAC Primary Account	324.93	394.65
CAC Primary Account	83.08	477.73
CAC Primary Account	95.40	573.13
CAC Primary Account	14.95	588.08
	588.08	588.08
CAC Primary Account	2.99	2.99
CAC Primary Account	23.73	26.72
	26.72	26.72
	26.72	26.72
CAC Primary Account	500.00	500.00

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Split	Amount	Balance
	500.00	500.00
CAC Primary Account	200.00	200.00
CAC Primary Account	200.00	400.00
	400.00	400.00
CAC Primary Account	475.00	475.00
CAC Primary Account	706.00	1,181.00
CAC Primary Account	706.00	1,887.00
	1,887.00	1,887.00
CAC Primary Account	10.69	10.69
CAC Primary Account	35.99	46.68
CAC Primary Account	300.00	346.68
	346.68	346.68
	3,133.68	3,133.68
CAC Primary Account	40.00	40.00
	40.00	40.00
CAC Primary Account	41.80	41.80
CAC Primary Account	124.22	166.02
	166.02	166.02

Carmel Arts Council
Transaction Detail by Account
January 1 through November 20, 2019

Split	Amount	Balance
	0.00	0.00

71048

Form **990-EZ**

Department of the Treasury
Internal Revenue Service

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990EZ* for instructions and the latest information.

OMB No. 1545-1150

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning , and ending

B Check if applicable:
- [ ] Address change
- [ ] Name change
- [ ] Initial return
- [ ] Final return/terminated
- [ ] Amended return
- [ ] Application pending

C Name of organization: CARMEL ARTS COUNCIL, INC

Number and street (or P.O. box, if mail is not delivered to street address): PO BOX 344 | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: CARMEL IN 46082

D Employer identification number: 35-1673574

E Telephone number: 317-569-8398

F Group Exemption Number ▶

G Accounting Method: [X] Cash [ ] Accrual Other (specify) ▶

H Check ▶ [ ] if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: WWW.CARMELARTSCOUNCIL.ORG

J Tax-exempt status (check only one) — [X] 501(c)(3) [ ] 501(c) ( ) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are $200,000 or more, or if total assets (Part II, column (B)) are $500,000 or more, file Form 990 instead of Form 990-EZ ▶ $ 21,179

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I [X]

Revenue	1	Contributions, gifts, grants, and similar amounts received		1	9,493
	2	Program service revenue including government fees and contracts		2	9,828
	3	Membership dues and assessments		3	1,804
	4	Investment income		4	54
	5a	Gross amount from sale of assets other than inventory	5a		
	b	Less: cost or other basis and sales expenses	5b		
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)		5c	
	6	Gaming and fundraising events:			
	a	Gross income from gaming (attach Schedule G if greater than $15,000)	6a		
	b	Gross income from fundraising events (not including $ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000)	6b		
	c	Less: direct expenses from gaming and fundraising events	6c		
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)		6d	
	7a	Gross sales of inventory, less returns and allowances	7a		
	b	Less: cost of goods sold	7b		
	c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)		7c	
	8	Other revenue (describe in Schedule O)		8	
	9	**Total revenue.** Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶		9	21,179
Expenses	10	Grants and similar amounts paid (list in Schedule O)		10	6,250
	11	Benefits paid to or for members		11	
	12	Salaries, other compensation, and employee benefits		12	
	13	Professional fees and other payments to independent contractors		13	1,150
	14	Occupancy, rent, utilities, and maintenance		14	
	15	Printing, publications, postage, and shipping		15	70
	16	Other expenses (describe in Schedule O)		16	11,406
	17	**Total expenses.** Add lines 10 through 16 ▶		17	18,876
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)		18	2,303
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)		19	49,158
	20	Other changes in net assets or fund balances (explain in Schedule O)		20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶		21	51,461

For Paperwork Reduction Act Notice, see the separate instructions.

DAA

EXHIBIT F
Board of Directors
Carmel Arts Council

Co-President	Connie Titak
Co-President	Donna Tutwiler
Vice President	Joyce Burrell
Treasurer	Vivian Lawhead
Secretary	Karen Kennedy

Other Board Members:

Jim Burrell
Sue Collier
Kimberly Lyons
Bill Johnson
Jill Johnson
Kathie McKinzie

RESOLUTION NO. BPW 01-22-20-04

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Carmel Clay Historical Society (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Debbie Gangstad, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 4,250.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Carmel Clay Historical Society ("Grantee")

By: Deborah Gangstad (Signature)

Printed Name of Officer: Deborah Gangstad Title: Executive Director

Date: 11/21/19

CITY OF CARMEL ("Grantor")

By: [signature]

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12/30/2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Carmel Clay Historical Society
Address: 211 1st Street SW
Carmel, IN 46032
Telephone: 317-846-7117 Fax:
Contact Person: Debbie Gangstad
Email: dgangstad@carmelclayhistory.org

APPLICATION AMOUNT: $ 4250.00

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

We are requesting this grant for a large realistic visual of a Monon train steam engine from the early 1900's. We will use this mural to educate children and adults about the effects of the Monon train on the growth of Carmel, Indiana.

* Please see attached description sheet.

By: Debbie Gangstad
Printed Name of Officer: Debbie Gangstad
Title: Executive Director
Date: 11/21/19

(Additional pages may be added to Exhibit "A")

A

Carmel Clay Historical Society
City of Carmel Arts Grant Proposal

Since our organization's founding in 1975, The Carmel Clay Historical Society has dedicated our mission towards the study of Carmel and Clay Township's history. We encourage an appreciation for and understanding of the settlement, growth, and development of our community, while bringing historical relevance, context, and enrichment to the lives of our citizens and visitors. Our unique location, based out of the authentic 1883 Monon Depot Museum along the newly redesigned Monon Greenway, allows our organization to present engaging exhibits and program offerings directly to the public.

We at the Carmel Clay Historical Society are proposing to hire artists Chris Blice and Jon Edwards to create a large-scale painting representing a historic Monon train pulling into the Monon Depot station. This large expertly painted oil on canvas will measure 6' tall by 10' long and will be stretched onto a wooden frame. The painting will provide a unique visual element for the Monon Depot Museum's visitors created by local artists. A label will be created for visitors to read further about the artists and the work itself. The painting will hang inside the Monon Depot Museum at the entrance, being the first object guests encounter as they enter the space. The highly-realistic painting will invite visitors to visualize and imagine an authentic Monon train pulling up to the Carmel station, like it would have done for nearly a 100 years. The work will be a central piece for our upcoming exhibit "History of the Hoosier Line: The Monon Railway From 1846 Until Today" which will provide a timeline of the Monon Railway from its conception to its current status today. Artifacts directly connected with the railway will be displayed along with model trains and authentic photographs. Lectures, film screenings, and related programming will all be presented during the duration of the exhibit in order to draw a direct community connection and educational engagement for all ages. Once the exhibit closes, the painting will hang periodically in the Monon Depot Museum as permitted with future exhibit layouts. When not on display, the painting will be housed in our archive storage building in a custom designed crate constructed by the artist.

It is our goal that the painting will not only add a visual and artistic element to the Monon Depot Museum, but also be a positive addition to Carmel Clay Historical Society's permanent collection. This grant will allow us to achieve the goal of creation for this anchored visual element by funding the cost of labor and materials. To cover the cost of a large canvas, oil paints, brushes, associated painting supplies, custom designed wood stretcher bars, and a canvas frame backing, as well as six months of labor for our artists, we are asking for a grand total of $4250.00.

We hope that the City of Carmel sees the value and artistic impact that this Blice Edwards painting will bring to the Monon Depot Museum, our "History of the Hoosier Line: The Monon Railway From 1846 Until Today" exhibit, and our continued organizational growth in order to best serve our community.

A

EST. 1993

BLICE EDWARDS

THE ART EXPERIENCE

November 20, 2019

Debbie Gangstad
Executive Director
Carmel Clay Historical Society
211 1st St SW
Carmel, Indiana 46032

Mural on Canvas. 6' x 10'. Image of
Monon Steam Engine (realistic)
To be stretched on stretcher bars on-site
Storage crate for the archives

Materials.....$ 650.00

Labor..... $3,600.00

Total.....$4,250.00
*50% deposit begins designing phase for delivery by June 1, 2020
Balance due upon delivery

Sincerely,

Chris Blice, Principal; Project Mgr
Blice Edwards Inc

1101 E 54TH ST STUDIO F. INDIAINAPOLIS, IN. 46220. 317.259.4308

B

Carmel Clay Historical Society 2020 Budget

REVENUE	2020 Budget
Contributed (private)	**$13,000.00**
Donations	$13,000.00
Contributed (public)	$42,250.00
Carmel Arts Grant (2)	$4,250.00
Clay Township	$5,000.00
Hamilton County Tourism	$1,000.00
Questers	$500.00
Indiana Historical Society	$3,500.00
City of Carmel (1)	$28,000.00
Sponsorships	$8,000.00
Corporate Sponsors	$8,000.00
Retail	$0.00
Gift Shop	$0.00
Investments	$3,500.00
Interest	$3,500.00
Events	$9,150.00
Other Events	$150.00
Spring Tea	$1,500.00
Garden Tour	$500.00
Holiday Home Tour	$6,500.00
History of Crooked Stick	$500.00
Memberships	$7,000.00
	$7,000.00
Tours/Programs	$3,800.00
School Tours	$3,800.00
Other Revenue	$12,800.00
Miscellaneous Revenue	$300.00
Brick Project	$12,500.00
TOTAL REVENUE	***$99,500.00***
EXPENSES	
Buildings and Grounds	$5,420.00
Building Repairs*	$2,000.00

Bugs	$300.00
Grounds maintenance	$0.00
Updates (fencing, bench and windows)	$500.00
Statue	$2,620.00
Contract Services	$1,500.00
IT	$1,500.00
Programming/Collections Care	$5,250.00
Exhibits*	$1,000.00
Carmel Arts Grant	$4,250.00
Dues, Fees, Membership	$3,163.00
American Associaion of Museums	$20.00
Indiana Historical Society, Local History	$50.00
OneZone	$200.00
NSF check fee	$0.00
AA5LH	$118.00
Indiana Landmarks	$50.00
Late payment fee	$0.00
Wild Apricot	$1,125.00
Dropbox	$0.00
Paychex	$1,100.00
CPA	$500.00
Event Expenses	$8,075.00
HHT	$1,500.00
Tea	$1,500.00
Brick Project	$5,000.00
Valentine	$0.00
Garden Tour	$75.00
I Grew Up in Carmel	$0.00
Membership	$1,020.00
Newsletter	$480.00
Marketing (Constant Contact)	$540.00
Basic Office Operations	$5,885.00
Computer Software	$275.00
Insurance, Liability D&O	$2,810.00
Postage, Mailing	$400.00
Printing/Copying	$1,000.00
Office Supplies	$700.00
Computer/Scanner for Archival (1)	$700.00
Camera (1)	$0.00
HR - Next year budget	$62,348.21
Executive Director*	$15,600.00

Jessica	$13,440.00
Andy	$6,480.00
Workman's Comp Insurance	$935.00
Payroll Taxes	$4,323.96
City Granted Person (1)	$21,000.00
Insurance EPL and Exec	$569.25
Retail Sales	$0.00
Retail Sales Tax	$0.00
Purchase of new items	
Utilities - Full year Est	$6,800.00
Internet and Phone	$2,000.00
Gas	$1,200.00
Electric	$2,200.00
Security	$600.00
Water/Sewer/Trash*	$800.00
TOTAL EXPENSES	$99,461.21

SS-C02

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

To Whom These Presents Come, Greeting:

7705-770-
19

CERTIFICATE OF INCORPORATION

CARMEL-CLAY HISTORICAL SOCIETY, INC

I, LARRY A. CONRAD, Secretary of State of the State of Indiana, hereby certify that Articles of Incorporation of the above not-for-profit corporation, in the form prescribed by this Office, prepared and signed in duplicate by the Incorporator(s) and acknowledged and verified by the same before a Notary Public, have been presented to me at this office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the duplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in this office; and that the remaining copy(ies) of such Articles bearing the endorsement of my approval and filing has (have) been returned by me to the incorporator(s) or his (their) representatives; all as prescribed by the Indiana Not-For-Profit Corporation Act of 1971.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existance has begun.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 28th *day of* March *19* 77

LARRY A. CONRAD, Secretary of State

By _____
Deputy

CertificateID:10108059

Internal Revenue Service
District Director

Department of the Treasury

Date: JUL 2 2 1986

Employer Identification Number:
31-0908428
Case Number:
310001531
Person to Contact:
Cindy Perry
Contact Telephone Number:
513-684-3578
Caveat Applies:
No

Carmel-Clay Historical Society, Inc.
201 Belden Drive
Carmel, IN 46032

Dear Sir or Madam:

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

Your exempt status under section 501(c)(3) of the Code is still in effect.

This classification is based on the assumption that your operations will continue as you have stated. If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status:

This supersedes our letter dated May 1, 1979.

If the above heading indicates that a caveat applies, the caveat below is an integral part of the letter.

Because this letter could help resolve any questions about your foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

District Director

Copy

P.O. Box 2508, Cincinnati, OH 45201

Letter 1078(DO) (Rev. 4-86)

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Deborah Gangstad, an authorized representative of Carmel Clay Historical Society ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 228,273.00.

Deborah Gangstad
Signature
Printed Name Deborah Gangstad

Subscribed and sworn to before me, the undersigned Notary Public, this 21st day of November, 2019.

Sharon M. Kibbe
Signature - Notary Public

Printed Name Sharon M. Kibbe

[SEAL]

Resident of Hamilton County, Indiana

My Commission Expires: July 12, 2026

NOTARY PUBLIC SEAL INDIANA
SHARON M. KIBBE
Resident of Hamilton Co.
My Commission Expires
July 12, 2026

E

Carmel Clay Historical Society Income Statement November 2019

INCOME	
Grants	$41,333.00
Donations	$6,882.70
Membership	$7,212.18
Events/Tours/Merchandise	$8,984.41
Interest	$2,741.41
Sponsorships	$5,736.25
Brick Project	$11,490.16
Reimbursements (Refunds/Insurance Payments)	$1,618.35
Total Income	**$85,998.46**

EXPENSES	
Payroll (Salary/Taxes/Fees/Insurance)	$56,307.92
Programming (Events/Exhibits/Tours)	$8,429.63
Depot Maintenance(Utilities/Upkeep/Repairs/Insurance)	$15,412.79
Membership (Marketing/Newsletter)	$3,278.34
Office Expenses (Postage/Supplies/IT)	$5,614.41
Dues and Donations	$638.00
Equipment	$4,334.15
Sculpture	$3,455.00
Brick Project	$4,489.75
Total Expenses	**$101,959.99**

NET INCOME	
Income	$85,998.46
Expenses	$101,959.99
Net Income	**-$15,961.53**

CASH ASSETS	
Cash Dedicated for future Building project	$222,478.81
Other Cash	$45,588.75
Total Cash Assets	**$268,067.56**

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning , 2018, and ending , 20

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: CARMEL-CLAY HISTORICAL SOCIETY INC

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 211 1ST ST SW | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: CARMEL, IN 46032-2003

D Employer identification no. 31-0908428

E Telephone number (317) 626-4098

G Gross receipts $ 228,273

F Name and address of principal officer:

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ CARMELCLAYHISTORY.ORG

H(c) Group exemption number ▶

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1985

M State of legal domicile: IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: LOCAL HISTORY AND EDUCATION

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	4
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	4
5	Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	4
6	Total number of volunteers (estimate if necessary)	6	30
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, line 38	7b	0

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	44,675	31,337
	9	Program service revenue (Part VIII, line 2g)	23,834	20,687
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	606	176,133
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	5,489	116
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	74,604	228,273
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
	14	Benefits paid to or for members (Part IX, column (A), line 4)		0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	17,386	33,230
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	72,069	34,104
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	89,455	67,334
	19	Revenue less expenses. Subtract line 18 from line 12	(14,851)	160,939

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	134,311	295,250
	21	Total liabilities (Part X, line 26)	408	408
	22	Net assets or fund balances. Subtract line 21 from line 20	133,903	294,842

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ DEB TEETS
Signature of officer — Date

▶ DEB TEETS, TREASURER
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Ryan Watson	Ryan Watson	07-09-2019		P00809499

Firm's name ▶ Watson CPA LLC — Firm's EIN ▶

Firm's address ▶ 650 East Carmel Drive Ste 360, Carmel IN 46032 — Phone no. 317-848-9938

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

Client Copy

F

Carmel Clay Historical Society

Board of Directors

2020

Officers:

President	**Dan McFeely**
Vice-President	**Nick Davis**
Secretary	**Christine Owens**
Treasurer	**Deb Teets**

Board Members:

Susan Anderson
Julie Kingston
Larry Lawhead
Vivian Lawhead
Meg Osborne
Fred Swift
Sue Wolfgang

Carmel Clay Historical Society
211 1st Street S.W. Carmel, IN 46032 317-846-7117 info@carmelclayhistory.org

G

Carmel Clay Historical Society

Year End Report

City of Carmel 2019 Arts Grant

The Carmel Clay Historical Society's 2019 City of Carmel Arts Grant was a sculpture created by Scott Osborne entitled "Metamorphosis" for our north lawn butterfly garden. Scott was commissioned in January, 2019 to create four three-dimensional large, realistic metal depictions of the four stages of a Monarch butterfly's life and posts to hang these items for display in the garden. The grant also included $660 for signs to describe the phases and one sign to credit the City of Carmel for funding the grant as well as recognizing Scott Osborne and other citizens who contributed to the butterfly garden.

Scott was paid half of the grant funds ($3280) on January 29, 2019 with a projected completion date of May 1, 2019. On May 1, Scott was not finished with the sculpture. He invited me to his new studio in the Home Place area in October. The outstanding metalwork is nearly finished and the pieces are just as we had discussed. Signage was not started. Scott wanted to install the sculpture before December 31, 2019. With the frozen ground, I am doubtful this will happen until spring.

We are requesting an extension for our 2019 Carmel Arts Grant. Carmel Clay Historical Society anticipates this sculpture to be installed in the spring of 2020. We will submit our end-of-project report as soon as installation is completed.

Debbie Gangstad
Executive Director

Carmel Clay Historical Society
211 1st Street S.W. Carmel, IN 46032 317-846-7117 info@carmelclayhistory.org

RESOLUTION NO. BPW 01-22-20-05

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and CARMEL COMMUNITY PLAYERS, INC (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, LARRY MONTAG, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 15,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status.** Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability.** If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

CARMEL COMMUNITY PLAYERS INC **("Grantee")**

By: Larry Montag (Signature)

Printed Name of Officer: LARRY MONTAG Title: TREASURER

Date: 11/25/2019

CITY OF CARMEL ("Grantor")

By: [signature]

James Brainard, Mayor

Date: 12-30-19

ATTEST:

Sharon Kibbe

Date: 12/30/2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Carmel Community Players, Inc

Address: 1950 E Greyhound Pass Suite 18-302 Carmel IN 46033

Telephone: 317-815-9387

Contact Person: Larry Montag, Treasurer

Email: Larrymontag@aol.com

APPLICATION AMOUNT: $15,000

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

The Carmel Community Players are requesting a grant for the 2020 calendar year in the amount of $15,000 to continue bringing quality live theater to the Carmel area. During the last season we were recognized for the quality of our productions by receiving 32 nominations and winning 14 awards from the Encore Association of Indianapolis, an association of 12 Indianapolis area community theaters. The grant money would be used to help defray the cost of royalties, set construction, costumes, and printing associated with five plays/musicals we plan to present during 2020.

The five plays include the musical "The Last Five Years", the comedy "Lend Me A Tenor", and the drama "Shipwrecked: An Entertainment" plus two more production to be determined including a Christmas show. All these shows are scheduled to be done at The Cat in downtown Carmel. While we continue to have a wonderful relationship with The Cat, we are still pursuing finding a permanent home of our theater in Carmel. We have a commercial realtor working with us and have had talks with the developers of the new $50 million development planned for the Old Meridian and Main Street location.

By: Larry Montag

Printed Name of Officer: Larry Montag

Title: Treasurer

Date: 11/25/2019

2020 Calendar Year Budget - Exhibit B

Organizational Expenses

Playhouse Rental	$	17,350
Equipment Repair	$	300
Phone/Internet	$	360
Website Hosting	$	1,040
Merchant Fees	$	4,400
Marketing -Current Ads	$	4,400
Marketing - Misc	$	3,600
Insurance	$	1,568
Office Supplies	$	684
Tax & License Fees	$	100
Other Misc	$	2,000
Total Organizational Expenses	$	35,802
Non Musicals Plays		
Rights	$	4,000
Scripts	$	600
Expenses	$	5,300
Printing	$	3,000
Musicals		
Rights	$	3,100
Expenses	$	2,500
Printing	$	1,000
Total Season	$	19,500
Total Expenses	$	55,302

Income

Season Tickets	$	4,600
Non Musicals Plays	$	28,000
Musicals	$	10,000
Donations	$	1,400
Memberships	$	4,500
Interest	$	2,100
Carmel City grant	$	15,000
Clay Township Grant	$	2,000
Total Income	$	67,600
Net Profit	$	12,298

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

CARMEL COMMUNITY PLAYERS, INC.

I, JOSEPH H. HOGSETT, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation, have been presented to me at my office accompanied by the fees prescribed by law; that I have found such
Articles conform to law; all as prescribed by the provisions of the

Indiana Nonprofit Corporation Act of 1991,

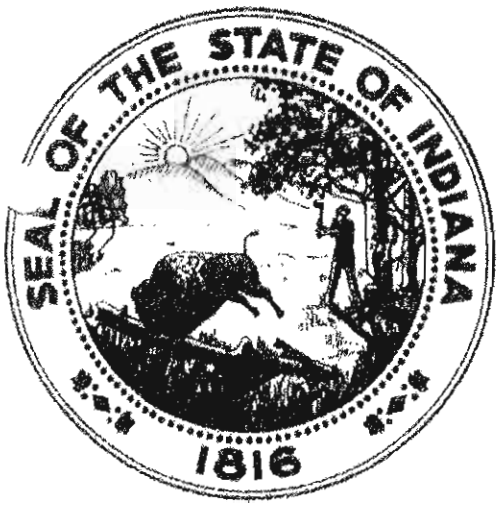
as amended.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence will begin August 16, 1993.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Sixteenth day of August, 1993

JOSEPH H. HOGSETT, Secretary of State

by Peggy Brewer
Deputy



INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 08 1996

CARMEL COMMUNITY PLAYERS INC
PO BOX 455
CARMEL, IN 46032-0455

Employer Identification Number:
35-1898503
DLN:
17053206724028
Contact Person:
D. A. DOWNING
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
April 1994
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

C. Ashley Ballard

District Director

Letter 1050 (DO/CG)

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, LARRY MONTAG, an authorized representative of CARMEL COMMUNITY PLAYERS INC ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 88,804.

Larry Montag
Signature
Printed Name LARRY MONTAG

Subscribed and sworn to before me, the undersigned Notary Public, this 22 day of NOV, 2019

Kathy Webber
Signature - Notary Public
Printed Name KATHY WEBBER
Resident of HAMILTON County, Indiana
My Commission Expires: 1/29/22

[SEAL]

KATHY WEBBER
Notary Public - Seal
State of Indiana
Hamilton County
My Commission Expires Jan 29, 2022

Carmel Community Players
Balance Sheet
As of October 31, 2019

	Oct 31, 19
ASSETS	
Current Assets	91,929.46
Other Assets	
18100 · Box Office Cash	200.00
Total Other Assets	200.00
TOTAL ASSETS	**92,129.46**
LIABILITIES & EQUITY	
Equity	
30000 · Opening Balance Equity	9,329.14
32000 · Unrestricted Net Assets	74,690.55
Net Income	8,109.77
Total Equity	92,129.46
TOTAL LIABILITIES & EQUITY	**92,129.46**

Carmel Community Players
Profit & Loss
September through October 2019

		Sep - Oct 19
Ordinary Income/Expense		
Income		
43400 · Direct Public Support		
43450 · Individual Donations	410.00	
Total 43400 · Direct Public Support		410.00
45000 · Investments		
45020 · Dividend, Interest (Securities)	1.45	
45030 · Interest-Savings, Short-term CD	325.77	
Total 45000 · Investments		327.22
46400 · Other Types of Income		
46420 · Video Reimbursement	105.00	
Total 46400 · Other Types of Income		105.00
47200 · Program Income		
47230 · Membership Income	480.00	
47240 · Ticket Sales	9,038.00	
47250 · Season Passes	2,080.00	
47260 · Playhouse Passes	120.00	
Total 47200 · Program Income		11,718.00
Total Income		12,560.22
Gross Profit		12,560.22
Expense		
60900 · Business Expenses - Performance		
60910 · Royalties & Rights	333.30	
60915 · Professional Fees	200.00	
60920 · Sets & Props	96.60	
60940 · Costumes	-87.21	
60950 · Hospitalty & Strike	273.34	
60980 · Marketing & Advertising	650.00	
60990 · Vendini Fees	506.00	
Total 60900 · Business Expenses - Performance		1,972.03
62800 · Facilities and Equipment		
62810 · Rent - Theater	2,164.20	
62860 · Maint & Repair - Warehouse	26.52	
Total 62800 · Facilities and Equipment		2,190.72
65000 · Operations		
65040 · Office Supplies	287.70	
Total 65000 · Operations		287.70
Total Expense		4,450.45
Net Ordinary Income		8,109.77
Net Income		8,109.77

Carmel Community Players
Profit & Loss
November 2018 through October 2019

	Nov '18 - Oct 19	
Ordinary Income/Expense		
Income		
43400 · Direct Public Support		
43450 · Individual Donations	1,111.00	
Total 43400 · Direct Public Support		1,111.00
44800 · Indirect Public Support		
44810 · City of Carmel Grants	15,000.00	
44820 · Clay Township Grants	2,750.00	
Total 44800 · Indirect Public Support		17,750.00
45000 · Investments		
45020 · Dividend, Interest (Securities)	8.30	
45030 · Interest-Savings, Short-term CD	1,967.49	
Total 45000 · Investments		1,975.79
46400 · Other Types of Income		
46420 · Video Reimbursement	420.00	
46430 · Miscellaneous Revenue	152.00	
Total 46400 · Other Types of Income		572.00
47200 · Program Income		
47230 · Membership Income	4,230.00	
47240 · Ticket Sales	42,569.00	
47250 · Season Passes	4,722.00	
47260 · Playhouse Passes	360.00	
Total 47200 · Program Income		51,881.00
Total Income		73,289.79
Gross Profit		73,289.79
Expense		
60900 · Business Expenses - Performance		
60910 · Royalties & Rights	7,908.81	
60915 · Professional Fees	895.00	
60920 · Sets & Props	2,507.96	
60930 · Sound & Lights	471.67	
60940 · Costumes	2,329.46	
60950 · Hospitalty & Strike	538.01	
60960 · Concession - Costs	0.00	
60970 · Printing - Programs & Posters	2,543.64	
60980 · Marketing & Advertising	4,894.10	
60990 · Vendini Fees	3,546.71	
Total 60900 · Business Expenses - Performance		25,635.36
62800 · Facilities and Equipment		
62810 · Rent - Theater	16,764.20	
62840 · Maint & Repair - Equipment	305.38	
62860 · Maint & Repair - Warehouse	26.52	
Total 62800 · Facilities and Equipment		17,096.10
65000 · Operations		
65010 · Dues & Subscriptions	150.00	
65020 · Postage, Mailing Service	347.00	
65040 · Office Supplies	2,107.54	
65050 · Telephone, Telecommunications	2,789.98	
65070 · Tax & License Fees	66.29	
Total 65000 · Operations		5,460.81

Carmel Community Players
Profit & Loss
November 2018 through October 2019

	Nov '18 - Oct 19
65100 · Other Types of Expenses	
65120 · Insurance - Liability, D and O	1,568.25
Total 65100 · Other Types of Expenses	1,568.25
Total Expense	49,760.52
Net Ordinary Income	23,529.27
Net Income	**23,529.27**

Form **990-EZ**

Department of the Treasury
Internal Revenue Service

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990EZ* for instructions and the latest information.

OMB No. 1545-1150

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning September 1 **, 2018, and ending** August 31 **, 20** 19

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: Carmel Community Players, Inc

Number and street (or P.O. box, if mail is not delivered to street address): 1950 E Greyhound Pass — Room/suite: 18-302

City or town, state or province, country, and ZIP or foreign postal code: Carmel IN 46033

D Employer identification number 35-189850

E Telephone number (317) 815-9387

F Group Exemption Number ▶

G Accounting Method: ☑ Cash ☐ Accrual Other (specify) ▶

H Check ▶ ☑ if the organization is **not** required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: ▶ http://www.carmelplayers.org

J Tax-exempt status (check only one) – ☑ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

K Form of organization: ☑ Corporation ☐ Trust ☐ Association ☐ Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are $200,000 or more, or if total assets (Part II, column (B)) are $500,000 or more, file Form 990 instead of Form 990-EZ . . . ▶ $

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I . . . ☐

Revenue	1	Contributions, gifts, grants, and similar amounts received		1	23751
	2	Program service revenue including government fees and contracts		2	53645
	3	Membership dues and assessments		3	
	4	Investment income		4	1885
	5a	Gross amount from sale of assets other than inventory	5a		
	b	Less: cost or other basis and sales expenses	5b		
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)		5c	
	6	Gaming and fundraising events:			
	a	Gross income from gaming (attach Schedule G if greater than $15,000)	6a		
	b	Gross income from fundraising events (not including $ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000)	6b		
	c	Less: direct expenses from gaming and fundraising events	6c		
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)		6d	
	7a	Gross sales of inventory, less returns and allowances	7a		
	b	Less: cost of goods sold	7b		
	c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)		7c	
	8	Other revenue (describe in Schedule O)		8	
	9	**Total revenue.** Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶		9	79281
Expenses	10	Grants and similar amounts paid (list in Schedule O)		10	
	11	Benefits paid to or for members		11	
	12	Salaries, other compensation, and employee benefits		12	
	13	Professional fees and other payments to independent contractors		13	
	14	Occupancy, rent, utilities, and maintenance		14	41711
	15	Printing, publications, postage, and shipping		15	5825
	16	Other expenses (describe in Schedule O)		16	5113
	17	**Total expenses.** Add lines 10 through 16 ▶		17	52649
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)		18	26632
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)		19	57387
	20	Other changes in net assets or fund balances (explain in Schedule O)		20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶		21	84019

Carmel Community

Board of Directors

Exhibit F

Lori Raffel – President

Rich Phipps – Vice President

Susan Rardin – Secretary

Larry Montag – Treasurer

Charlie Hanover – Executive Producer

Tim Paramore

David Muse

Dee Timi

Risa Krauter

2019 City of Carmel Grant Spending

Exhibit G – Impact of $15,000 Grant

With the grant money provided by the City of Carmel during 2019, the Carmel Community Players were able to bring high quality shows to the Carmel area at very affordable prices. Our ticket prices are only $17 for adults and $15 for seniors and students for dramas and $20 for adults and $18 for seniors and students for musicals. We also offer season ticket and playhouse pass options that bring the average cost even lower.

For these prices we have produced some very high quality performances as recognized by the Indianapolis Encore Association. The Encore Association is made up of 12 community theaters in the greater Indianapolis area including Shelbyville, Noblesville, Lebanon, Hendricks County, Westfield, Carmel, and several theaters in Indianapolis. The association has judges that go to all the productions and nominate theaters for best comedy, best drama, best musical, best set design, etc. At the last awards ceremony held in October at the IMA, the Carmel Community Theater won 14 awards for our productions.

We are proud of our ability to provide high quality live theater to our community and strive to continue to do so in the future. We are also proud of the City of Carmel for providing support to the arts community. We acknowledge your support during our curtain speeches, display the City of Carmel logo in our programs and posters that are posted throughout the community.

I hope that the relationship between the Carmel Community Players and the City of Carmel will continue into the future and feel strongly that the community receives a great value for the grant money.

2019 City of Carmel Grant Spending
Exhibit G - Grant Amount of $15,000
As of November 24, 2019

	Season Brochures	$	280
I Love You			
	Royalities	$	2,357
	Set & Props	$	641
	Costumes	$	63
	Printing	$	569
Streetcar Named Desire			
	Royalities	$	889
	Set & Props	$	1,002
	Costumes	$	692
	Printing	$	490
Failure To Zig Zag			
	Royalities	$	859
	Set & Props	$	236
	Costumes	$	1,710
	Printing	$	714
Guess Who's Coming To Dinner			
	Royalities	$	929
	Costumes	$	-
	Set & Props	$	995
	Printing	$	363
Very Merry Xmas			
	Royalities	$	640
	Costumes	$	-
	Set & Props	$	-
	Printing	$	-
Lend Me A Tenor			
	Royalities	$	1,039
The Last Five Years			
	Royalities	$	2,800
Total Spending		**$**	**17,267**

RESOLUTION NO. BPW 01-22-20-06

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Carmel Fountain Square Committee (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Mark Stults, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement.** The City, after review and recommendation by the Mayor, agrees to grant $ 12,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status.** Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee.** The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Carmel Fountain Square Committee **("Grantee")**

By: Mark A Stults (Signature)

Printed Name of Officer: Mark Stults Title: Treasurer

Date: 11/27/2019

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone. 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Carmel Fountain Square Committee
Address: PO Box 4155
Carmel, IN 46032
Telephone: 317-518-9787 Fax:
Contact Person: Mark Stults
Email: loustults@gmail.com

APPLICATION AMOUNT: $ 12,000

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

To continue to run the Summer Concert Series at the Gazebo.

By: Mark A Stults
Printed Name of Officer: Mark Stults
Title: Treasurer
Date: 11/27/2019

(Additional pages may be added to Exhibit "A")

Carmel Fountain Square Committee
2020 Budget

	Total
Expense	
60900 · Business Expenses	
60920 · Business Registration Fees	22.00
Total 60900 · Business Expenses	22.00
62100 · Contract Services	
62120 · Tax Preparation Fees	240.00
62150 · Performers Fees	40,000.00
Total 62100 · Contract Services	40,240.00
62800 · Facilities and Equipment	
62810 · Event Prep & Cleanup	1,600.00
Total 62800 · Facilities and Equipment	1,600.00
65000 · Operations	
65020 · Postage, Mailing Service	80.00
65030 · Printing and Copying	2,100.00
65040 · Supplies	100.00
65045 · Performance Supplies	50.00
Total 65000 · Operations	2,330.00
65100 · Other Types of Expenses	
65120 · Insurance - Liability, D and O	1,132.00
Total 65100 · Other Types of Expenses	1,132.00
65200 · Website Expenses	
65210 · Website Hosting	250.00
Total 65200 · Website Expenses	250.00
Total Expense	45,574.00

State of Indiana
Office of the Secretary of State

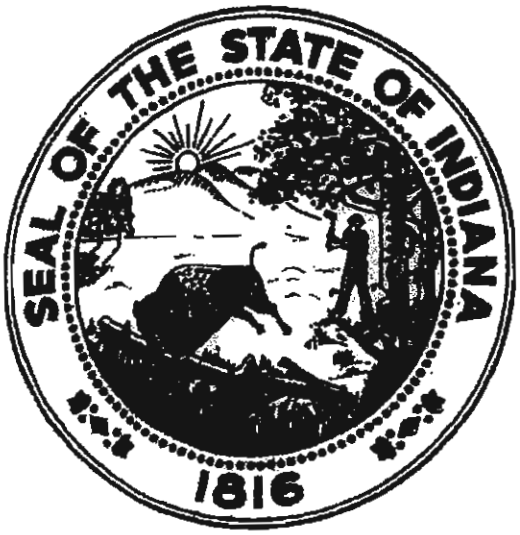
CERTIFICATE OF INCORPORATION

of

CARMEL FOUNTAIN SQUARE COMMITTEE, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, April 23, 2008.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 23, 2008.

TODD ROKITA,
SECRETARY OF STATE

2008042300524 / 2008042325458

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 17 2009

CARMEL FOUNTAIN SQUARE COMMITTEE
INC
PO BOX 4155
CARMEL, IN 46082-4155

Employer Identification Number:
41-2277254
DLN:
17053324304008
Contact Person:
GARY L BOTKINS ID# 31463
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 23, 2008
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, John Eaton, an authorized representative of Carmel Fountain Square Committee ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 45,450.

John Eaton
Signature
Printed Name John Eaton

Subscribed and sworn to before me, the undersigned Notary Public, this 16th day of December, 2019.

Sharon M. Kibbe
Signature - Notary Public

Printed Name Sharon M. Kibbe

Resident of Hamilton County, Indiana

My Commission Expires: July 12, 2026

[SEAL]

NOTARY PUBLIC SEAL INDIANA
SHARON M. KIBBE
Resident of Hamilton Co.
My Commission Expires
July 12, 2026

1:45 PM

12/01/19

Accrual Basis

Carmel Fountain Square Committee
Balance Sheet
As of December 1, 2019

	Dec 1, 19
ASSETS	
Current Assets	
Checking/Savings	
0140082 · Checking	37,707.14
Total Checking/Savings	37,707.14
Total Current Assets	37,707.14
TOTAL ASSETS	**37,707.14**
LIABILITIES & EQUITY	
Equity	
30000 · Opening Balance Equity	54,564.39
32000 · Retained Earnings	-21,949.86
Net Income	5,092.61
Total Equity	37,707.14
TOTAL LIABILITIES & EQUITY	**37,707.14**

1:56 PM
12/01/19
Accrual Basis

Carmel Fountain Square Committee
Statement of Financial Income and Expense
January 1 through December 1, 2019

	Unclassified	TOTAL
Ordinary Income/Expense		
Income		
43400 · Direct Public Support		
43450 · Sponsor Contributions	45,450.00	45,450.00
Total 43400 · Direct Public Support	45,450.00	45,450.00
Total Income	45,450.00	45,450.00
Gross Profit	45,450.00	45,450.00
Expense		
60900 · Business Expenses		
60920 · Business Registration Fees	22.00	22.00
Total 60900 · Business Expenses	22.00	22.00
62100 · Contract Services		
62120 · Tax Preparation Fees	240.00	240.00
62150 · Performers Fees	34,900.00	34,900.00
Total 62100 · Contract Services	35,140.00	35,140.00
62800 · Facilities and Equipment		
62810 · Event Prep & Cleanup	1,613.96	1,613.96
Total 62800 · Facilities and Equipment	1,613.96	1,613.96
65000 · Operations		
65020 · Postage, Mailing Service	80.00	80.00
65030 · Printing and Copying	2,095.21	2,095.21
65040 · Supplies	94.31	94.31
65045 · Performance Supplies	23.88	23.88
Total 65000 · Operations	2,293.40	2,293.40
65100 · Other Types of Expenses		
65120 · Insurance - Liability, D and O	1,132.00	1,132.00
Total 65100 · Other Types of Expenses	1,132.00	1,132.00
65200 · Website Expenses		
65210 · Website Hosting	156.03	156.03
Total 65200 · Website Expenses	156.03	156.03
Total Expense	40,357.39	40,357.39
Net Ordinary Income	5,092.61	5,092.61
Net Income	**5,092.61**	**5,092.61**

IRS

Confirmation

Home | Security Profile | Logout

Your Form 990-N(e-Postcard) has been submitted to the IRS

- **Organization Name:** CARMEL FOUNTAIN SQUARE COMMITTEE INC
- **EIN:** 412277254
- **Tax Year:** 2018
- **Tax Year Start Date:** 01-01-2018
- **Tax Year End Date:** 12-31-2018
- **Submission ID:** 10065520191012780083
- **Filing Status Date:** 04-11-2019
- **Filing Status:** Accepted

MANAGE FORM 990-N SUBMISSIONS

Form **990-N**

Department of the Treasury
Internal Revenue Service

Electronic Notice (e-Postcard)

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

OMB No. 1545-2085

2018

Open to Public Inspection

A For the **2018** Calendar year, or tax year beginning **2018-01-01** and ending **2018-12-31**

B Check if available
Terminated for Business
✓ **Gross receipts are normally $50,000 or less**

C Name of Organization: **CARMEL FOUNTAIN SQUARE COMMITTEE INC**
PO Box 4155, Carmel, IN, US, 46082

D Employee Identification Number **41-2277254**

E Website:

F Name of Principal Officer: **Mark Stults**
PO Box 4155, Carmel, IN, US, 46082

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

Mark Stults
Carmel Fountain Square Committee
PO Box 4155
Carmel, IN 46082
loustults@gmail.com

1st December 2019

Sharon Kibbe
Office of the Mayor | City of Carmel
1 Civic Square
Carmel, Indiana 46032
317-571-2483 Direct | 317-844-3498 Fax | skibbe@carmel.in.gov

Dear Sharon,

The current Board of Directors of the Carmel Fountain Square Committee are:

- John Eaton, President
- Christine Eaton, Secretary
- Mark Stults, Treasurer
- Patti Steffen
- Bryan Bishop
- Melanie Brewer
- Doug Potter
- Kelli Prader
- Sue Wolfgang

We used to 2019 Carmel City Arts Grant to host another successful season of the Carmel Gazebo Concerts. Thanks to this grant we were able to extend our season, for the 2nd year in a row, by adding 4 extra shows through the month of September. The overwhelming positive response from the community has us excited to continue this new tradition at the gazebo.

Sincerely,

Mark Stults

RESOLUTION NO. BPW 01-22-20-07

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Carmel High School Orchestra Parent Club (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, April Levinsohn an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 3,500.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability.** If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Carmel High School Orchestra Parent Club **("Grantee")**

By: April Levinsohn (Signature)

Printed Name of Officer: April Levinsohn Title: Co-President

Date: November 21, 2019

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

EXHIBIT A
An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:
Name of Organization: Carmel High School Orchestra Parents Club
Address: 520 E Main St, Room P100., Carmel, IN 46032
Telephone: (317) 846-7721 ext 7044 Fax: (317) 571-4066
Contact Person: Elisabeth Ohly-Davis
Email: eohlydav@ccs.k12.in.us

APPLICATION AMOUNT: $7,000.00

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

The Carmel High School Orchestra Parents Club is seeking funds to rent the Palladium for the Carmel High School Orchestra to present their spring concert on May 19, 2020 for the parents and Carmel residents. We would like to be able to alleviate the ticket cost for the families and still be able to offer the students the opportunity to perform in a world-class facility. In recent years, more and more parents have inquired about finding seats for a reduced ticket price. The funds will be used to pay the Palladium staff for the rental, production costs, piano tuning, security, and miscellaneous costs. Included in this application are the costs that were incurred last year to rent the Palladium.

By: April Levinsohn
Printed Name of Officer: April Levinsohn
Title: Carmel High School Orchestra Parent Club Co-President
Date: November 21, 2019

THE CENTER
FOR THE
PERFORMING ARTS

HOME OF The Great American Songbook Foundation
Michael Feinstein, Founder

CPA Events
1 Center Green
Carmel, IN 46032
317.819.3521

Supporting Documents

Reservation: 1091-167 **Group:** Carmel High School Orchestras

ATTN: Elisabeth Ohly-Davis
317-752-2949
eohlydav@ccs.k12.in.us

Thank you for hosting your event at the Center for the Performing Arts!

Booking / Details

Carmel High School Orchestras Concert
5/13/19

Production

Items	*Quantity*	*Price*	*Cost*
Audio Engineer	1 x 5 Hour(s)	$45.00/Hour(s)	$225.00
Production Supervisor	1 x 10 Hour(s)	$45.00/Hour(s)	$450.00
8am-1pm			
4-9pm			
Stagehand	2 x 4 Hour(s)	$25.00/Hour(s)	$200.00
(2) IN			
1. Josh			
2. Laura			
		Production Total	$875.00

Carmel High School Orchestras Concert

5/14/19

Rental Space

5/14/19	Palladium-Concert Hall		$4,000.00
		Rental Total	**$4,000.00**

Linens

Items	*Quantity*	*Price*	*Cost*
House Linen - 90 X 132	1	$5.00/Each	$5.00
		Linens Total	**$5.00**

Piano Services

Items	*Quantity*	*Price*	*Cost*
Piano Tuning	1	$250.00/Each	$250.00
to be completed before 1pm 5/14			
Steinway 9' Piano (Blue)	1	$300.00/Each	$300.00
Steinway 9' Piano (Blue)			
Onstage Only			
		Piano Services Total	**$550.00**

Ticketed Events

Items	*Quantity*	*Price*	*Cost*
Service Coordination	1	$200.00/Each	$200.00
Fees for scheduling of ushers and getting tickets up			
for sale on website			
		Ticketed Events Total	**$200.00**

Box Office

Items	*Quantity*	*Price*	*Cost*
Box Office Personnel	3 x 2 Hour(s)	$28.50/Hour(s)	$171.00
		Box Office Total	**$171.00**

Front of House Services

Items	*Quantity*	*Price*	*Cost*
House Manager	1 x 6 Hour(s)	$23.00/Hour(s)	$138.00
		Front of House Services Total	**$138.00**

Production

Items	*Quantity*	*Price*	*Cost*
Lead Audio Engineer	1 x 6 Hour(s)	$45.00/Hour(s)	$270.00
Production Supervisor	1 x 6 Hour(s)	$45.00/Hour(s)	$270.00
Stagehand	2 x 4 Hour(s)	$25.00/Hour(s)	$200.00
(2) OUT			
1. Josh			
2. Amber			
Stagehand	1 x 5 Hour(s)	$25.00/Hour(s)	$125.00
(1) DECKHAND			
1. Josh			
		Production Total	**$865.00**

Security

Items	*Quantity*	*Price*	*Cost*
Security Guard	3 x 5.75 Hour(s)	$17.00/Hour(s)	$293.25

4:15-10pm

Security Total	$293.25

Exhibit B

Banking Summary

7/1/2018 through 7/1/2019

INCOME	
Class Fees	42,378.00
Concert - Fall	2,572.00
Concert - Winter	2,618.00
Donation	3,975.00
DVD Sales	1,180.00
Interest from Savings	0.57
Palladium	6,858.38
Royalties	126.39
TOTAL INCOME	**$59,708.34**
EXPENSES	
Account Service Charge - Checks	15.00
Administrative supplies postage	55.94
Awards	4,027.75
Banquet Expense	1,424.93
Camerata Camp	1,000.00
Classroom Equipment Needs	2,989.27
Coaching - Guest Conductors	15,632.84
Commissioned Piece	1,500.00
Concert Program	948.00
Concerto Competition Judge	450.00
Director Discretionary	1,559.55
DVD Sales	1,180.00
Extra Curriculum Fee (25 of 100)	8,200.00
Freshman Honors Orchestra	183.62
ISSMA Registration fees	1,440.00
Misc. Special Events and Activities	1,553.00
Music Rental and Purchase	1,300.00
Office Supplies	230.57
Orchestra Council Allowance	560.00
Picnic	437.00
Professional Development	2,879.19
Recording Project	3,600.00
Scholarship	1,000.00
Senior Picture Ad	250.00
Tax:State	22.50
Taxes	65.00
Transportation	1,851.66
United Sound	2,086.91
Webpage	317.70
TOTAL EXPENSES	**$56,760.43**
OVERALL TOTAL (CHECKING)	**$ 2,947.91**
SAVINGS TOTAL	**$24,669.00**

This document contains confidential information. Carmel High Schol OPC. All rights reserved.

EXHIBIT C

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

CARMEL HIGH SCHOOL ORCHESTRA PARENTS CLUB INCORPORATED

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended.

NOW, THEREFORE, I hereby issue to such corporation this Certificate of Incorporation, and further certify that its corporate existence will begin August 25, 1998.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twenty-fifth day of August, 1998.

SM
Deputy

State of Indiana
Office of the Secretary of State

ARTICLES OF AMENDMENT

of

CARMEL HIGH SCHOOL ORCHESTRA PARENTS CLUB INCORPORATED

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, February 25, 2000.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 25,2000.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

1998081416 / 2000030117760

EXHIBIT D

HELP MENU

Home > Tax Exempt Organization Search
> Carmel High School Orchestra Parents Club Incorporated

< Back to Search Results

Carmel High School Orchestra Parents Club Incorporated

EIN: 35-1964473 | Carmel, IN, United States

> Other Names

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

> Tax Year 2018 Form 990-N (e-Postcard)

> Tax Year 2017 Form 990-N (e-Postcard)

> **Tax Year 2016 Form 990-N (e-Postcard)**

> **Tax Year 2015 Form 990-N (e-Postcard)**

Page Last Reviewed or Updated: 6-Sept-2019

Share Print

IRS

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, APRIL LEVINSOHN, an authorized representative of Carmel High School Orchestra Parent Club ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 59,708.00.

April Levinsohn
Signature
Printed Name APRIL LEVINSOHN

Subscribed and sworn to before me, the undersigned Notary Public, this 21st day of November, 2019.

Brittany Keith
Signature - Notary Public

Printed Name Brittany Keith

Resident of Marion County, Indiana

My Commission Expires: 01/24/2026

[SEAL]
BRITTANY KEITH
NOTARY PUBLIC - SEAL
STATE OF INDIANA
COMMISSION NUMBER 709720
MY COMMISSION EXPIRES JAN. 24 2026

Income/Expense by Category

7/1/2019 through 11/17/2019

Category	7/1/2019-7/31/2019	8/1/2019-8/31/2019	9/1/2019-9/30/2019	10/1/2019-10/31/2019	11/1/2019-11/17/2019	OVERALL TOTAL
INCOME						
Class Fees	0.00	17,635.00	9,544.00	675.00	0.00	27,854.00
Concert - Fall	0.00	0.00	0.00	2,331.00	0.00	2,331.00
Donation	0.00	1,000.00	0.00	150.00	0.00	1,150.00
TOTAL INCOME	0.00	18,635.11	9,785.00	3,156.00	0.00	**31,576.11**
EXPENSES						
Camerata Camp	259.00	975.00	0.00	0.00	0.00	1,234.00
Classroom Equipment Needs	0.00	899.00	0.00	129.04	22.02	1,050.06
Coaching - Guest Conductors	0.00	5,709.00	375.00	375.00	106.00	6,565.00
Commissioned Piece	0.00	200.05	0.00	2,592.64	0.00	2,792.69
Concert Program	1,000.00	0.00	0.00	829.00	295.00	2,124.00
Concerto Competition Judge	0.00	0.00	450.00	0.00	0.00	450.00
Director Discretionary	0.00	109.57	0.00	233.64	0.00	343.21
Midwest Clinic	0.00	0.00	0.00	7,184.25	0.00	7,184.25
Misc. Special Events and Activities	0.00	75.00	1,000.00	0.00	432.11	1,507.11
Music Rental and Purchase	0.00	0.00	0.00	0.00	88.84	88.84
Office Supplies	7.68	0.00	0.00	5.25	0.00	12.93
Orchestra Council Allowance	0.00	104.13	10.14	330.43	0.00	444.70
Photography	0.00	0.00	1,035.90	0.00	0.00	1,035.90
Picnic	0.00	352.30	0.00	0.00	0.00	352.30
Professional Development	0.00	0.00	1,073.70	44.88	0.00	1,118.58
Transportation	0.00	261.00	0.00	0.00	0.00	261.00
Webpage	65.94	0.00	0.00	0.00	0.00	65.94
TOTAL EXPENSES	**1,332.62**	**8,685.05**	**3,944.74**	**11,724.13**	**943.97**	**26,630.51**

EXHIBIT E

FORM 990-N

Department of Treasury
Internal Revenue Service

Electronic Notice (e-Postcard)

For Tax Exempt Organizations not Required to File Form 990 or 990 EZ

OMB No. 1545-NNNN

2018

Open To Public Inspection

A For the 2018 calendar year, or tax year beginning 07/01/2018 , and ending 06/30/2019

B Check if applicable
☐ Termination
☑ Gross Receipts are $50,000 or less

E Website Address

C Name of Organization
CARMEL HIGH SCHOOL ORCHESTRA PARENTS CLUB INCORPORATED

Number and Street (or P.O. box, if mail is not delivered to street address)
520 E MAIN ST

City or town, state or country, and Zip + 4
CARMEL, IN 46032-2259

D Employer ID number
35-1964473

F Name of Principal Officer
Janeen Pugh

Number of street (or P.O. box, if mail is not delivered to street address) of Principal Officer
520 East Main Street, Room 100P

City or town, state or country, and ZIP + 4
Carmel, IN 46032-2259

EXHIBIT F

Board of Directors and Officers - Carmel High School Orchestra Parent Club

Officers

Co-President - April Levinsohn

Co-President - Miki Misterka

Secretary - Shelly Wood

Treasurer - Janeen Pugh

Class Representatives

Gina Eckert

Dana Patterson

Ray Rice

Ramona Rice

Nancy Edwards

Roberta Kilroy

Kate Joyce

Ed Rowell

Jackie Rowell

Orchestra Directors

Elisabeth Ohly-Davis

Margaret Hite

Thomas Chen

RESOLUTION NO. BPW 01-22-20-08

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Carmel Klavier (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Laurel Brown, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 26,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Carmel Klavier **("Grantee")**

By: Laurel Brown (Signature)

Printed Name of Officer: Laurel Brown Title: Director of Development volunteer

Date: 11/21/19

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Carmel Klavier
Address: P.O. Box 322, Carmel, IN 46082

Telephone: 812-360-1014 Fax:
Contact Person: Haruka Ostojic
Email: info@carmelklavier.com

APPLICATION AMOUNT: $ 27,500.00

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

The majority of the grant will be used towards compensation for judges' adjudication hours and their stay as well as professional fees including but not limited to the online registration system and database management and event operation management.

We have been able to secure international pianists of the highest caliber to invite to Carmel Klavier to judge our competition and host public masterclasses, however, because of our limited funds, we have not been able to compensate them properly for what they are worth. We are committed to increase their compensation and provide appropriate accommodations as we often receive feedback on these matters. This is our priority and necessity in order to maintain our competition at its highest level.

The scale of this event also requires professional staff to organize and oversee the competition. We have established two paid positions of the Executive Director and Assistant Director since last year in order to fill in for multiple volunteers who needed to be trained each year. This has been immensely valuable as the number of contestants has been steadily growing with the largest increase between 2018 and 2019 from 156 contestants to 182.

By: Laurel Brown (Laurel Brown)
Printed Name of Officer: Laurel Brown
Title: Volunteer Director of Development
Date: 11/21/19

(Additional pages may be added to Exhibit "A")

2020 Carmel Klavier Budget

	Categories	Estimated
Estimated Revenue		
	Application Fees (including Accompanist Fee), Master Classes, Privatel lessons)	$ 50,000.00
	Ticket sales	$ 4,500.00
	Advertising income	$ 1,000.00
	Event Sales & Auction	$ 3,000.00
	Conference Income	$ 2,000.00
Total Estimated Revenue		$ **60,500.00**
Estimated Expenses		
Marketing & Advertisement		
	Local Publications, Radio Ads	$ 2,000.00
	Sponsor banners	$ 1,000.00
	Website design & maintenance	$ 8,000.00
	Design cost of the Programs	$ 750.00
Video and Photography		
	Materials	$ 2,000.00
	Professinal photographer fees	$ 4,000.00
Salaries and Wages		
	Development Coordinator/Fundraiser	$ 20,000.00
	Judges fees including traveling expenses	$ 30,000.00
	Professional fees - Administrative assistant	$ 17,500.00
	Accountant / Bookkeeping	$ 1,500.00
Operating Expenses & Office Supplies		

	Moving expenses (4 pianos)			$ 4,000.00
	Tuning fees			$ 1,500.00
	Envelopes, ink, postage			$ 700.00
	PO Box-USPS			$ 300.00
	PayPal Fee			$ 1,500.00
	Programs for the Competition - Printed			$ 1,000.00
Rental Fees				
	Piano rental (5 pianos)			$ 2,500.00
	Facilities- Studio Theater & Palladium			$ 21,000.00
Meals				
	Volunteers			$ 1,200.00
	Judges			$ 2,500.00
Prizes (cash & Trophy & Plaques)				$ 30,000.00
Scholarships for International Students and Teachers				$ 8,000.00
Needs based scholarships				$ 1,200.00
Miscellaneous expenses				$ 12,000.00
Insurance - non-employee				$ 1,000.00
Total Estimated Expenses				$ 175,150.00
Total Estimated Net Income				$ (114,650.00)
Estimated Fundraisings and Sponsorships				
	Local Government grants			$ 30,000.00
	Indiana Arts Commission Grant			$ 5,000.00
	Other Sponsorships & Donations			$ 80,000.00
Total Estimated Fundraisings and Sponsorships				$ 115,000.00
Net Income After Fundraisings and Sponsorships				$ 350.00

C

State of Indiana
Office of the Secretary of State

CERTIFICATE OF AMENDMENT

of

CARMEL DEBUT, INC.

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Non-Profit Domestic Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

The name following said transaction will be:

CARMEL KLAVIER INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, November 24, 2015.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 24, 2015

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

EXHIBIT E

IRS Department of the Treasury
Internal Revenue Service

ATLANTA GA 39901-0001

In reply refer to: 0752857837
Mar. 19, 2018 LTR 4168C 0
42-1626316 000000 00
00013859
BODC: TE

CARMEL KLAVIER INC
% LIZ SEIDEL
PO BOX 322
CARMEL IN 46082-0322

029485

Employer ID Number: 42-1626316
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Mar. 08, 2018, regarding your tax-exempt status.

We issued you a determination letter in June 2015, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0752857837
Mar. 19, 2018 LTR 4168C 0
42-1626316 000000 00
00013860

CARMEL KLAVIER INC
% LIZ SEIDEL
PO BOX 322
CARMEL IN 46082-0322

Sincerely yours,

Teri M. Johnson
Operations Manager, AM Ops. 3

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Laurel Brown, an authorized representative of Carmel Klavier ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 91,934.02.

Laurel Brown
Signature
Printed Name Laurel Brown

Subscribed and sworn to before me, the undersigned Notary Public, this 21 day of November, 2019.

Vickie A Kenney
Signature - Notary Public

Printed Name Vickie A. Kenney

Resident of Boone County, Indiana

My Commission Expires: 10-21-2023

[SEAL]

Vickie A. Kenney
Notary Public - State of Indiana
Commission Number 0672742
My Commission Expires 10/21/2023

Carmel Klavier Inc
Statement of Activity
January 1, 2018 - November 12, 2019

	Jan - Dec, 2018	Jan - Nov. 12, 2019	Total
Revenue			
Advertising income		200.00	$ 200.00
Donations and Sponsorships	29,729.64	34,268.24	$ 63,997.88
event sales	5,260.00	2,859.00	$ 8,119.00
Non-Profit Revenue	928.48	1,392.38	$ 2,320.86
Registration Fees (including accompanist fees)	38,395.00	50,582.79	$ 88,977.79
Sales of Product Revenue	2,330.05	2,631.61	$ 4,961.66
Uncategorized Income	613.65		$ 613.65
Total Revenue	$ 77,256.82	$ 91,934.02	$ 169,190.84
Gross Profit	$ 77,256.82	$ 91,934.02	$ 169,190.84
Expenditures			
Accompanist fee	580.00	1,735.00	$ 2,315.00
Advertising & Marketing	509.57	1,506.13	$ 2,015.70
award/prize expense	19,060.00	16,616.00	$ 35,676.00
Bank charge and feess	150.00		$ 150.00
equipment rental	53.50		$ 53.50
facilities expense	17,925.88	19,788.14	$ 37,714.02
Insurance	195.24	185.11	$ 380.35
judge compensation	6,829.26	8,020.00	$ 14,849.26
judge travel expense	3,530.00	5,551.14	$ 9,081.14
Legal & Professional Services	9,320.00	14,807.50	$ 24,127.50
mailing/shipping expenses	282.03	29.05	$ 311.08
Meals & Entertainment	828.82	2,054.17	$ 2,882.99
Office /general administrative expenses	2,806.59	634.40	$ 3,440.99
Paypal fees	928.48	1,392.38	$ 2,320.86
percent of sales expense	301.62	75.00	$ 376.62
printing expense	623.78	510.41	$ 1,134.19
Teaching Fees	1,912.50	2,275.00	$ 4,187.50
ticket sales charge	908.03	427.00	$ 1,335.03
Trophy/Award Certificate Expense	2,868.28	2,390.62	$ 5,258.90
Total Expenditures	69613.58	$ 77,997.05	$ 147,610.63
Net Operating Revenue	$ 7,643.24	$ 13,936.97	$ 21,580.21
Net Revenue	$ 7,643.24	$ 13,936.97	$ 21,580.21

Tuesday, Nov 12, 2019 08:05:31 AM GMT-8 - Accrual Basis

Carmel Klavier Inc
Statement of Financial Position
As of November 12, 2019

	Total
ASSETS	
Current Assets	
Bank Accounts	
First Merchants Bank	$ 32,662.15
PayPal	$ 9,194.71
Total Bank Accounts	**$ 41,856.86**
Accounts Receivable	
Accounts Receivable (A/R)	$ -
Total Accounts Receivable	$ -
Other Current Assets	
Merrill Lynch Investment Account	$ 11,591.31
Total Other Current Assets	**$ 11,591.31**
Total Current Assets	**$ 53,448.17**
TOTAL ASSETS	**$ 53,448.17**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	$ -
Total Accounts Payable	$ -
Total Current Liabilities	$ -
Total Liabilities	$ -
Equity	
Opening Balance Equity	$ 2.01
Retained Earnings	$ 37,843.96
Net Revenue	$ 15,602.20
Total Equity	**$ 53,448.17**
TOTAL LIABILITIES AND EQUITY	**$ 53,448.17**

Tuesday, Nov 12, 2019 08:29:03 AM GMT-8 - Accrual Basis

Form **990-EZ**

Department of the Treasury
Internal Revenue Service

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990EZ for instructions and the latest information.

OMB No 1545-1150

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning and ending

B Check if applicable: [ ] Address change [ ] Name change [ ] Initial return [ ] Final return/terminated [ ] Amended return [ ] Application pending

C Name of organization: CARMEL KLAVIER INC

Number and street (or P.O. box, if mail is not delivered to street address): P.O. Box 322 | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: CARMEL, IN 46082

D Employer identification number: 42-1626316

E Telephone number: 317-571-1902

F Group Exemption Number ▶

G Accounting Method: [ ] Cash [X] Accrual Other (specify) ▶

H Check ▶ [ ] if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: ▶ carmelklavier.com

J Tax-exempt status (check only one) — [X] 501(c)(3) [ ] 501(c) ( ) ◀(insert no.) [ ] 4947(a)(1) or [ ] 527

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are $200,000 or more, or if total assets (Part II, column (B)) are $500,000 or more, file Form 990 instead of Form 990-EZ ▶ $ 78,411.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I [X]

Revenue	1	Contributions, gifts, grants, and similar amounts received		1	30,861.
	2	Program service revenue including government fees and contracts		2	38,395.
	3	Membership dues and assessments		3	
	4	Investment income See Schedule O		4	22.
	5a	Gross amount from sale of assets other than inventory	5a		
	b	Less: cost or other basis and sales expenses	5b		
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)		5c	
	6	Gaming and fundraising events:			
	a	Gross income from gaming (attach Schedule G if greater than $15,000)	6a		
	b	Gross income from fundraising events (not including $ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000)	6b		
	c	Less: direct expenses from gaming and fundraising events	6c		
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)		6d	
	7a	Gross sales of inventory, less returns and allowances	7a		
	b	Less: cost of goods sold	7b		
	c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)		7c	
	8	Other revenue (describe in Schedule O) See Schedule O		8	9,133.
	9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶		9	78,411.
Expenses	10	Grants and similar amounts paid (list in Schedule O)		10	
	11	Benefits paid to or for members		11	
	12	Salaries, other compensation, and employee benefits		12	
	13	Professional fees and other payments to independent contractors		13	16,149.
	14	Occupancy, rent, utilities, and maintenance		14	17,926.
	15	Printing, publications, postage, and shipping		15	906.
	16	Other expenses (describe in Schedule O) See Schedule O		16	34,633.
	17	Total expenses. Add lines 10 through 16 ▶		17	69,614.
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)		18	8,797.
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)		19	24,712.
	20	Other changes in net assets or fund balances (explain in Schedule O)		20	0.
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶		21	33,509.

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form **990-EZ** (2018)

832171 12-11-18

CARMEL Klavier
INTERNATIONAL PIANO COMPETITION FOR YOUNG ARTISTS

Carmel Klavier

PO Box 322, Carmel, IN 46082 • Info@carmelklavier.com

CK Board of Directors 2020

Irina Gorin (President/Co-Founder)
5807 Sedgegrass Crossing, Carmel, IN 46033
gorinpianostudio@gmail.com

Haruka Ostojic (Executive Director)
4805 Wyandott Trl, Indianapolis, IN 46250
harukaostojic@gmail.com

Malissa Tong (Assistant Director)
2008 W Godman Ave, Muncie, IN 47303
malissa.tong@gmail.com

Liz Seidel (Co-Founder)
20 Hopmeadow Street, Apt. 721, Weatogue, CT 06089
lizseidel@att.net

Phoenix Park-Kim (Artistic Director)
4201 S. Washington Street, Marion, IN 46953
Phoenix.Park-Kim@indwes.edu

Ed Moy (Secretary/Artistic)
13167 Tudor Drive, Carmel, IN 46033
moyedward@yahoo.com

Lia Zhou (Treasurer)
3957 Long Ridge Blvd., Carmel, IN 46074
zhouscarmel@gmail.com

Laurel Brown (Development)
11550 N. Meridian, Suite 450, Carmel, IN 46032
laurelsbrownkwagent@gmail.com

2019 City of Carmel Art Grant Expense Report

Date	Income	Amount	Expense	Amount	%	
2/8/2019	Check #334266	$25,500.00				
2/13/2019			Web design and database fee, #2203	$1,270.00	4.98%	
4/12/2019			Center of Performing Arts facility rental deposit, #2205	$1,000.00	3.92%	* The rest of the $18,788.14 CPA facility fees were from CK revenues.
4/19/2019			Event Insurance	$185.11	0.73%	
6/30/2019			#2401, Judge Compensation,Robert Weirich	$2,350.00	42.73%	Judges Compensation Total = $10896.21
			#2402, Judge Compensation,Galina Zisk	$1,499.60		$10,896.21
			#2403, Judge Compensation,Minju Choi	$1,487.50		
			#2404, Judge Compensation,Baruch Meir	$1,896.61		

Date	Income	Amount	Expense	Amount	%	
			#2405, Faculty Master Class Compensation, Valada Vassilieva	$1,342.50		
7/2/2019			#2216, Competition week Judges and staffs' lunch	$1,280.29	19.66%	Judges Hotel and Lunch=$5014.56
7/8/2019			#2218, Judges Hotel	$3,675.20		$5,014.56
7/8/2019			#2431, Judge Compensation, Antonio Cristifano	$2,320		
7/12/2019			#2219, Competition week lunch supplies	$59.07		
			Professional Fees*	$7,134.12	27.98%	
Total		$25,500.00		$25,500.00	100.00%	

*Total Professional fee this year is $14,807.50, including the compensations to the event coordinator and assistant, accompanists, onsite volunteer supervisor, tax preparing CPA, accountant. $7,134.12 (48% of the total Professional fee) paid to local professionals was from City Carmel Art Grant.

RESOLUTION NO. BPW 01-22-20-09

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Carmel Repertory Theatre, Inc. (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, John Clair, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $5,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Carmel Repertory Theatre, Inc. **("Grantee")**

By: _____ (Signature)

Printed Name of Officer: John Clair Title: President / Treasurer

Date: 11/22/19

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Carmel Repertory Theatre, Inc.
Address: 10587 Breckenridge Drive
Carmel, IN 46033
Telephone: (317) 582-1007 Fax:
Contact Person: John Clair
Email: j2clairs@att.net

APPLICATION AMOUNT: $ $6,650.00

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Please see the attached application, and Exhibits A, B, C, D, E, F, and G.

By: John Clair
Printed Name of Officer: John C Clair
Title: Chairman
Date: 11/22/19

(Additional pages may be added to Exhibit "A")

EXHIBIT A

1. *An application and description of the proposed use of the grant funds*

Grant request statement:

We respectfully request a grant in the amount of **$6,650** to enhance an already established and now growing cultural event, ***Indy Bard Fest***, and bringing this iconic theatre festival back to Carmel, Indiana where it began five years ago.

Indy Bard Fest

Bard Fest started around 5 1/2 years ago as just an idea. Indianapolis/Carmel is one of the largest metropolitan areas in the United States, with an abundant interest in theatre across the region, with over 70 active community theaters. Even with this thriving theatrical community, Indiana did not have a Shakespeare Festival. Many cities in the country are home to a Shakespeare Festival—a tradition; a cultural event—some with much smaller populations and theatrical outlets than Indiana. From this, we saw an opportunity—is there a way we can take the abundant interest in theatre in the city and channel it into creating an iconic cultural event—Shakespeare Theatre Festival—for Indiana communities to enjoy and participate? Thus, ***Indy Bard Fest*** was born.

- Website: https://www.indybardfest.com
- Facebook: https://www.facebook.com/IndyBardFest/

Theatre Festival Definition: "an organized series of concerts, plays, or movies, typically one held annually in the same place."

Mission Statement:

"Unique companies. Unique shows. Bridging the gap between our city and the Bard with professional-quality, actor-focused, accessible Shakespeare."

Why Shakespeare?:

- Professor Alan Craven writes, *"He is the greatest dramatist, the greatest poet and the greatest prose writer in the history of the language..... He has a presence like Lincoln or Washington in American history....The language is rich, the characters are complex and many of his basic themes – love, treachery, honor, bravery and political intrigue – still resonate today"*
- *"But here is the thing, and this is the only way to make sense of his inventing-the-human, they have (in part) created us, now. All those great Shakespearean figures have so hugely impacted on our consciousness of what it means to be human, that they have affected our concept of ourselves, and therefore shaped us"* - The late Harold Bloom on why Shakespeare matters so much.

Our Vision:

Bard Fest is Indy's only annual Shakespeare Festival! Bard Fest Indy was founded by Indiana-based theatre companies to bring a professional-quality, yet intimate, Shakespeare festival experience to Hoosier audiences. Through our partnership with The Carmel Theatre Company, and now, IndyFringe, Bard Fest is able to not only provide paying work for local area actors, but also provide unique artistic visions in one intimate and accessible space.

Our model: The program is under the direction of the Carmel Reparatory Theatre (the Rep), a 501c3 non-profit corporation. The revenue we collect from ticket sales is used to offset production costs and pay the actors a stipend for their time and work. Our goal is to pay each actor a small honorarium to show respect for their time, training, and talent. This token of appreciation also serves to help Bard Fest recruit the best talent in the city. **It is an important principle that we base our festival on - providing paid work to local Indianapolis actors.**

2014 through 2019—Lessons Learned and Sustained Growth:
We started in Carmel, Indiana at Studio 15, a 75 seat theatre—The Rep saw the cultural importance of this type of festival, and in 2014, together we launched this very ambitious idea. Over three weekends we presented three productions in rotation twenty-four times! In addition, we offered ancillary acts such as improv groups and magic shows, and although we were modestly successful, it was too many performances for that small of a space.

2015 Productions and Results:

- *Othello*
- *Timon of Athens*
- *As You Like it*
- 35 actors and crew were involved and three different theatre companies
- **Approximately 340 people attended the festival**

2016 Productions and Results:

- *King Lear*
- *Coriolanus*
- *Twelfth Night*
- 30 actors and crew were involved and three different theatre companies
- **Approximately 118 people attended the festival**

In reflection, we determined that the drop in attendance could largely be attributed to the length of the productions, which, as heavy dramas, were each greater than 3 hours. The lack of familiarity of these shows was also questioned.

From there forward, we encouraged our Directors to edit productions accordingly to accommodate a reasonable production length. We also felt the diversity of plays was paramount—not just well-known pieces such as 'Hamlet' but rare plays as well to offer the festival a healthy balance of interests. In 2016 no other theatre festival in the nation was producing Coriolanus and we received national recognition from a Shakespeare website.

2017 Productions and Results:

- *Macbeth*
- *The Taming of the Shrew*
- *Cymbeline*
- *The Complete Works of William Shakespeare Abridged* (Guest performer)
- 45 actors and crew were involved and four different theatre companies
- **Approximately 750 people attended the festival**

2017 proved to be an integral year of change. As had been long expected, the City of Carmel reclaimed the property where Studio 15 was located and the festival had to find a new home. Although still an integral part of The Rep's mission, the Indy Fringe theatres in downtown Indianapolis on Mass Ave became the new venue. We also added a production to our programming, inviting a guest performer and theatre company to participate.

2018 Productions and Results:

- *Romeo & Juliet*
- *The Merchant of Venice*
- *Much Ado About Nothing*
- *A Midsummer Night's Dream* (Youth Theatre Production)
- Over 70 actors and crew were involved and four different theatre companies
- **Approximately 1000 people attended the festival**

2018 was also a year of growth as we transformed our guest slot into a youth theater production, hosted by Agape Performing Arts (https://agapeshows.org), providing an educational component for their students. And as a result of the added cast and crew, we recruited a new location - The District Theatre on Mass Ave.

2019 Productions and Results:

- *Hamlet*
- *Henry IV Part 1*
- *Lear's Shadow*
- *The Tempest* (Youth Theatre Production)
- Again, over 70 actors and crew were involved and four different theatre companies
- **Approximately 1200 people attended the festival**

In 2019, Agape Performing Arts was formally named and recognized as the Indy Bard Fest resident youth theatre company, providing educational opportunities for young actors in our community.

The Vision for 2020

We plan to continue our successful model:

- 3 full Shakespeare plays
- Youth theatre production

ENHANCEMENTS

- The Prestige Project
- Special Projects Division

Our aspirational goals are to grow the festival and enhance the programming. We will return to our original home where it all began in Carmel just a few short years ago, to produce what we have informally termed "The Prestige Project," expanding the cultural influence of the festival by offering Classic American Plays by literary giants such as Edward Albee, Tennessee Williams, Arthur Miller, and others. Our venue expansion will be "The Cat" located in the booming Carmel Arts & Design District. Furthermore, we plan to start a "Special Projects Division" to

support local actors with staged readings and workshops intended to add value and opportunity to the theatrical community in the greater Indianapolis area.

As previously mentioned, our goal is to become a cultural event for the cities of Carmel and Indianapolis - thus enriching the communities in which we perform. We are proud of our efforts establishing the only Shakespeare Festival in Indiana, and we hope the city of Carmel will join our efforts to expand on this important cultural movement. Thank you in advance for your thoughtful consideration.

We leave you with the following themes that guide our work:

> ***We don't read and write poetry because it's cute. We read and write poetry because we are members of the human race. And the human race is filled with passion. So medicine, law, business, engineering... these are noble pursuits and necessary to sustain life. But poetry, beauty, romance, love... these are what we stay alive for.***
>
> - **N.H. Kleinbaum, Dead Poets Society**

> ***Me! O life! of the questions of these recurring,***
> ***Of the endless trains of the faithless, of cities fill'd with the foolish,***
> ***Of myself forever reproaching myself, (for who more foolish than I, and who more faithless?)***
> ***Of eyes that vainly crave the light, of the objects mean, of the struggle ever renew'd,***
> ***Of the poor results of all, of the plodding and sordid crowds I see around me,***
> ***Of the empty and useless years of the rest, with the rest me intertwined,***
> ***The question, O me! so sad, recurring—What good amid these, O me, O life?***
> ***Answer.***
> ***That you are here—that life exists and identity,***
> ***That the powerful play goes on, and you may contribute a verse.***
>
> - **Walt Whitman (1819-1892)**

EXHIBIT B

2. A budget for the calendar or fiscal year for which the grant is requested

INDY BARD FEST - THE PRESTIGE PROJECT IN CARMEL 2020 ESTIMATED ANNUAL BUDGET		
PERFORMANCE RIGHTS		
6 PERFORMANCES AT $150 EACH	$900.00	$900.00
VENUE RENTAL (The Cat in Carmel)		
$2,250 for 2 WEEKS	$2,250.00	$2,250.00
SETS		
MATERIALS	$700.00	
CONSTRUCTION	$400.00	
PAINT	$150.00	
SET DRESSING	$300.00	
	$1,550.00	$1,550.00
LIGHTS/SOUND		
MATERIALS	$400.00	
DESIGN	$100.00	
	$500.00	$500.00
COSTUMES		
MATERIALS	$300.00	
DESIGN	$200.00	
	$500.00	$500.00
STIPENDS		
ACTORS	$400.00	
DIRECTOR, AD, SM, TECH	$400.00	
	$800.00	$800.00
MARKETING		
ADS, POSTERS, POSTCARDS	$1,200.00	
ADDITIONAL PUBLICITY	$800.00	
ADDITIONAL PRINTING	$600.00	
	$2,600.00	$2,600.00
TOTAL EXPENSES		
		$9,100.00

EXPECTED REVENUE		
DONATIONS AND ADS	$500.00	
BOX OFFICE	$1,950.00	
	$2,450.00	**$2,450.00**

GRANT REQUEST		**$6,650.00**

EXHIBIT C

3. *Certified copies of incorporation as a not-for-profit corporation under state law*
   - Please see attached at the end of the application

EXHIBIT D

4. *A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax*
   - Please see attached end of the application

EXHIBIT E

5. *Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit*

Income Statement

CARMEL REPERTORY THEATRE
2018

Financial Statements in U.S. Dollars

Revenue		
Gross Ticket Sales	21819	
Less: Split Rent	(9391)	
Donations	3570	
Net Sales		15998
Expenses		
Show Advertising, Printing	600	
Contract Labor	330	
Dues and Subscriptions	339	
Insurance	1155	
Sets, Props, Costumes	13350	
Repairs and Maintenance	1571	
pre-2013 Royalties	990	
Total Expenses		18335
Net Operating Income		(2337)
Other Income		
Gain (Loss) on Sale of Assets	1409	
Rental Income	350	
Total Other Income		1759
Net Income (Loss)		(578)

BALANCE SHEET

Carmel Repertory Theatre 12/31/2018				
Assets			Liabilities	
Cash	$4,099.00		$1,980.00	pre 2013 royalty
Tech Equip	$12,000.00			
Props & Costumes	$1,000.00			
Furniture	$1,100.00			
Construction Material	$600.00		-	
	$18,799.00		$1,980.00	

EXHIBIT F

6. *A list of the Grantee's board of directors and officers listed*

CTC Board of Directors and Officers	
President/Treasurer	John Clair
Secretary	Claire Jackoway
Board Members:	Debbie Coon
	Nan Macy
	Jonathan Scoble
	Anthony Johnson

EXHIBIT G

7. *A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein.*
   - **Not applicable**

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, John Clair, an authorized representative of Carmel Repertory Theatre, Inc. ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ ~~16,175~~ 17,757.

Signature

Printed Name John C. Clair

Subscribed and sworn to before me, the undersigned Notary Public, this 22nd day of November, 2019.

Signature - Notary Public

Printed Name Sharon M. Kibbe

Resident of Hamilton County, Indiana

My Commission Expires: July 12, 2026

[SEAL]

NOTARY PUBLIC SEAL INDIANA
SHARON M. KIBBE
Resident of Hamilton Co.
My Commission Expires
July 12, 2026

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

CARMEL REPERTORY THEATRE, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

Indiana Secretary of State
Packet: 2009042700211
Filing Date: 04/24/2009
Effective Date: 04/24/2009

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, April 24, 2009.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 24, 2009.

TODD ROKITA,
SECRETARY OF STATE

2009042700211 / 2009042704143

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 07 2009

CARMEL REPERTORY THEATRE INC
484 E CARMEL DR CARMEL 162
CARMEL, IN 46032

Employer Identification Number:
26-4324639
DLN:
17053117018039
Contact Person:
JOAN C KISER ID# 31217
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 24, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

CARMEL REPERTORY THEATRE INC

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

orm 990-N aaddcarmel Aa2zip"~"
Department of the Treasury Internal Revenue Service

Electronic Notice (e-Postcard)

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

OMB No. 1545-2085

2018

Open to Public Inspection

A For the **2018** Calendar year, or tax year beginning **2018-01-01** and ending **2018-12-31**
B Check if available

☐ Terminated for Business

☑ Gross receipts are normally $50,000 or less

C Name of Organization: **CARMEL REPERTORY THEATRE INC**
10587 Breckenridge Dr, Carmel, IN, US, 46033
D Employee Identification Number **26-4324639**

E Website:
F Name of Principal Officer: **John Clair**
10587 Breckenridge Dr, Carmel, IN, US, 46033

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.
The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

RESOLUTION NO. BPW 01-22-20-10

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

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1. That on behalf of Grantee, a not-for-profit corporation, I, William Wood, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $90,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

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7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee.** The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability.** If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

William Wood - The Cat Ltd. **("Grantee")**

By: William Wood (Signature)

Printed Name of Officer: William Wood Title: Founding Artistic Director

Date: November 22, 2019

CITY OF CARMEL ("Grantor")

By: James Brainard

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12/30/2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact. Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: THE CAT LTD.
Address: 254 VETERANS WAY
CARMEL, IN 46032
Telephone: (317) 750-2484 Fax:
Contact Person: WILLIAM WOOD
Email: WOODWILLIE@AOL.COM

APPLICATION AMOUNT: $ 130,000

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

OPERATIONS BUDGET - $50,000
STAFF 45,000
CARMEL APPRENTICE THEATRE 20,000
FACILITIES IMPROVEMENTS 15,000

FOR DETAILS SEE EXHIBIT A "OUR ASK"

By: William Wood
Printed Name of Officer: WILLIAM WOOD
Title: FOUNDING ARTISTIC DIRECTOR
Date: NOVEMBER 22, 2019

(Additional pages may be added to Exhibit "A")

EXHIBIT A
An Application and Description of the Proposed Use of the asked-for Grant Funds

The Cat: Our Mission

Come play!

The Cat is a spirited theatre hub serving the Carmel & Hamilton County area with a multiplicity of plays, musicals and unique theatrical experiences. Dedicated to cultivating talent and audiences, The Cat provides an inclusive community for theatrical companies, schools, artists and audiences to intersect and explore in a creative and fun environment.

Why Award The Cat a 2020 City of Carmel Arts Grant?

Going into its fourth year, The Cat continues to grow and bring to the Carmel Arts District performance art that is unique, affordable and has "heart". Since our 1st show in May of 2017, we have had over 300 performances of over 100 different shows. In 2019 alone The Cat hosted 150 performances.

Our Heart and **The Beginning** sections of this document will describe the "why" behind The Cat. At the very end of the proposal please find the background and additional information about The Cat including:

- The **Cat Community** and **Our Mission at Work** will describe the scope and scale of The Cat's work
- **Testimonials** providing a glimpse at the significant impact that The Cat has had in the community and with individuals. The Cat is contributing to building a stronger and healthier Carmel community by providing this inclusive place for all to come play.

Our Heart

All are welcome!

The Carmel Apprentice Theatre, the quintessential experience and cornerstone of The Cat. The Carmel Apprentice Theatre welcomes both the tenured artist and the novice, the theatre patron and the first-time audience member. The Carmel Apprentice Theatre is dedicated to creating art with and for people of all ages, abilities and disabilities.

The Beginning

The reason for this local, friendly Cat, and The Carmel Apprentice Theatre

The Cat was created to provide an inclusive environment for artists, companies, teachers and students - both tenured artists and those who are stepping on stage for the first time. In making theatre accessible to all, The Cat provides learning, and development opportunities in all aspects of theatre production and management; and a safe and affordable environment for artists to incubate and implement original art. Our focus is on inclusion both on stage and off. We want to allow everyone to be a theatre person or patron and have an enriching theatrical experience. What do we mean by inclusive? The answer is two-fold:

Everyone can play – everyone can perform (Willie's inspiration)

A few summers ago, Willie Wood took a trip to NYC to visit some friends. Jim & Joyce Houghton had been living there for years, raising a family and founding a theatre (The Signature Theatre). Their youngest, a boy named Henry, has autism. At the time of Willie's visit, Henry was 22 years old. Nevertheless, Henry was cast as a major character in *Anything Goes* at an awe-inspiring production company called After Work Theatre.

The Beginning (continued)

Jim, who had just received a Tony Award for his theatre, was very well respected in the theatre community. Not only was he the founding artistic director of a theatre that worked personally with American legends like Arthur Miller and Edward Albee, he was also the director of drama at Juilliard. These facts are only important to give context for the rest of the story. Jim was Mr. Theatre.

One of the evenings Willie saw Jim's son Henry in *Anything Goes*, there was not a seat available so he stood against the back wall, by a piano, with Jim. Every time Henry came on stage, Willie glanced over to see Jim's beaming face! At the end of every song Henry was in, Willie looked over at Jim and saw him whoop and holler! Occasionally Jim would hold up his camera, clearly in violation of the pre-show instructions!

Jim was experiencing, first hand and deep in his heart, the wonders that theatre can give a family. Jim was a kid watching Saturday morning cartoons, or witnessing a group of clowns piling out of a little car. "Mr. Theatre" was a kid again, because he was sharing joy with his son.

It was then that Willie knew that he had to bring this theatrical model to Indiana. The Carmel Apprentice Theatre. But first.....

Affordability for the artists and the audience

In early February of 2017, Willie had been looking for a theatre to mount a little-known musical: Cole Porter's *You Never Know*. All the theatres were either full up, or if available, they were expensive beyond his reach. The building formerly known as The Warehouse came up for lease and we hoped to rent it for a month. An hour later, with a new dream, we signed a three-year contract. We realized that Carmel and Hamilton County could use a multi-use, affordable home for some of the smaller theatre companies or individual artists. Theatre companies that were losing their space, had no home, fledgling companies who could use a small home in which to feel comfortable and thrive, and artists who wished to experiment and grow.

In addition, we wanted our audience to afford to come to The Cat. The price range for live events in the area is $35 to over $100. We believe that by making it affordable we are bringing more people into the theatre; and performing arts helps to build a stronger community.

EXHIBIT A
An Application and Description of the Proposed Use of the asked-for Grant Funds

Your Grant Helped Us Do Some Great Things This Year

- Art Companies and Artist Rental Fees
  - We were able to maintain our low rental fees for artists and not charge for rehearsal space.
- FACILITIES
  - A new front curtain (we shopped around and got one at a great bargain – only $300!)
  - 12 new stage lights (again, shopping smart we added 12 for only $600 – this makes our stage more useable)
  - A more expandable and error-free Light Board - $500. (people are ablt to take their light system home with them, and not have to store it on the board!
- FEE WAIVER
  - Because of your generous grant we were able to waive all participation fees in our Carmel Apprentice Theatre shows. This means that all performers (70) were able to join free of charge.
- THEATRE OPERATIONS COORDINATOR
  - As mentioned below, Audrey Larkin, who joined The Cat in a full-time position as our Theatre Operations Coordinator mid-year 2019, is adding so much worth to our theatre.
- PROJECT X
  - Finally, we brought a WORLD PREMIERE to Carmel! The first ever pairing of the 2 Annie Musicals (Annie & Annie Warbucks) performed in repertory, on one of the tiniest stages in the state of Indiana. 55 actors rehearsing for 7 months to perform 12 performances of 2 shows – giving an audience the opportunity to enjoy the complete Annie story for the first time ever!

EXHIBIT A
An Application and Description of the Proposed Use of the asked-for Grant Funds

The Cat Community

Our 1st performance was in May of 2017. *Side By Side By Sondheim* performed by Carmel legend Ellen Kingston and the Carmel Theatre Company, led by June & John Clair. Since then we have had over 300 performances of over 100 different shows.

RESIDENT ARTS COMPANIES

- THEATRES & ARTS COMPANIES
  - Amalgamated Stage Productions
  - Approxima Theatrical Productions
  - Brooks & Bourke Theatrical Productions
  - Carmel Apprentice Theatre
  - Carmel Community Players
  - Carmel Theatre Company
  - Cat's Pajamas Improvisational Comedy
  - Fearless Productions
  - Improbable Fiction Theatre Company
  - Indiana Theatre Company
  - Intern Theatre
  - Magic Thread Cabaret

- SCHOOLS, RECITALS, CAMPS
  - Aimee Morris Vocal Studio
  - Carmel Music Academy
  - Circle City Tap
  - Coach Blair's Music Studio
  - Dave Dugan's Christmas Shows
  - Guerin Catholic IB Art Exhibit
  - Happy Hens Productions
  - Interactive Academy
  - M3 (a division of Meridian Music)
  - Mad Diamond Productions
  - Nottingham Music School
  - The Russian Social Club
  - School of Rock
  - Starting Line Preschool
  - Tall Guy Small Guy Productions

In addition to serving the mission of The Cat, The Cat supports the community by providing space to nonprofits at discounted rates or just plain complimentary!

EXHIBIT A
An Application and Description of the Proposed Use of the asked-for Grant Funds

Changes with Advertising and Cost Savings

Many theatre companies employ what we call a "Pay For Musical" strategy when using print advertisement. Buying an advertisement gets them a good article in that paper. Look in any issue of a local paper and you'll see that when there is a big article about a show there is invariably a large paid advertisement on the next page. We were caught up in this activity through the beginning of this year, when we realized that not only could we not reconcile the cost of advertising vs. gain in ticket sales, but that it just seemed wrong. "Pay For Musical". As a result, this year we have stopped buying advertisements and have put more emphasis on free press: Mewsletters, Facebook, Instagram, and our website. This has greatly reduced our advertising costs.

Community Spirit

During the Government Shutdown earlier this year, we offered free tickets to anyone affected. (see newspaper article). And for our large production this fall, we partnered with HANDS OF HOPE and TOYS FOR TOTS, offering free popcorn to anyone who made a donation.

Our Ask

As we prepare for our 4th year (2020) we are focused on stabilizing and sustaining this unique organization through additional funding opportunities. For your consideration, we are seeking grants to provide for the following:

Operations Budget:

In 2020 it is our goal for The Cat to once again break-even. In order to maintain our low rental rates and ticket prices we seek an operational grant to subsidize overhead and reoccurring monthly expenses.

Grant Amount: $50,000

Staff:

1. We would like your continued support. Audrey Larkin was hired mid-year due to the 2019 grant. She is doing great things! And we are especially proud that she is a Carmel native. We hope that she moves on in her career and becomes more marketable and employable with larger and more sophisticated performance organizations. In addition, in keeping with The Cat's mission to provide development and educational opportunities, we desire to provide careers to some of the many Theatre Majors graduating from our Indiana Universities. Audrey's Essential Duties and Responsibilities:
    - Act as a point of contact to theatre companies and artists
    - Support management in supplying, scheduling and training volunteers
    - Ensure the optimal audience experience at each performance, while sharing responsibility to oversee the running of the front of house operations

    Grant Amount: $35,000. Continuing to support 1 full time Theatre Operations Coordinator, merit increase and employer taxes.
2. We would like additional support for a part time facilities superintendent. The upkeep of The Cat increases as our production schedule increases. The essential duties and responsibilities include: h/vac, lighting, security, cleaning, supplies, and repairs.

    Grant Amount: $10,000.

Our Ask (continued)

The Carmel Apprentice Theatre production and staging (2 to 3 shows in 2020):
This grant will specifically support The Carmel Apprentice Theatre production and staging costs. (show rights, sets, costumes, props, actor classes). As well, we will once again provide this learning experience free of charge to all participants!
Grant Amount: $20,000

Facilities Improvements:
1. In order to meet the requests of many of our clients and patrons, we would like to create a raked portion to half of our audience. The floor is flat, and giving the back half of our audience an opportunity to see better will increase their enjoyment.
2. We have a curtain but would like to motorize it so that it can be opened and closed from off stage.
3. Audio/Visual abilities. A screen and projector, as many clients have asked for this.
Grant Amount: 15,000

Our Mission at Work

Our Keystone Company: The Carmel Apprentice Theatre - Diana Pratt
Diana is 54 years old, and because of some early-life illnesses has the mental capacity of an 8-year-old. We encouraged her family to enroll her in *You're A Good Man Charlie Brown*, the inaugural production of the Carmel Apprentice Theatre. This theatre company is for novices, experts, and everyone in-between. It is a welcoming place. It is a no audition theatre. You sign up and you're in! Diana can't dance, sing, or memorize lines. No problem! She became our Woodstock! It was so special watching the cast take responsibility for Diana: getting her on stage for all her scenes, and then back off again! Diana loved her costume, and her smile energized the cast and audience. Her brother, Bruce: "Within a few practices Diana had become part of a play family; with a part that she could handle and be proud of. Everyone associated with the production went out of their way to help her feel safe and confident. Diana and I were both very sad that the experience had to end. We both have a new faith in the goodness of people that surround us in life." And guess what, Diana just performed in her third show, Annie, as a radio show personality!

Diana is in the middle, in the pink shirt!

EXHIBIT A
An Application and Description of the Proposed Use of the asked-for Grant Funds

Our Mission at Work (continued)

A Resident Theatre Company: Carmel Theatre Company

In December of 2016, this theatre company lost the lease on their building. In need of a venue in which to perform their next show, we sat down and talked. They had already cast their next show and were deep into rehearsals. *Side By Side By Sondheim*, directed by Ellen Kingston, was shaping up to be a fabulous show. So, we worked out the details and had a rehearsal and performance plan. The show was a success! CTC was our first theatrical resident, and remains so today!

An Artist In Need: Gail Payne

When Willie met her a few years back in a little show he was directing, Gail's goal was to create a respected cabaret series. She started in downtown Indianapolis at a great cabaret series there. Then she received an amazing opportunity: to perform at 54 Below, Michael Feinstein's New York City club! The time was short, and she needed a real stage with a real audience as the incubator for her cabaret. The Cat gave her a few nights, and set up the room like a fancy nightclub! She invited audiences and performed 2 different nights. The show got better over the nights. We like to think that we helped send her off to the big time. In our own little way.

Testimonials

"There's a theater in Carmel that I am quite fond of-----The Northside Drive-In ----but it closed years ago. I kid. Of course, it's the Cat!

Dave Dugan
Comedian

"The Improbable Fiction Theatre Company was looking for a place to perform. When we heard that The Cat and Willie were looking for theatre groups to use the space, we were excited about the idea of coming to a business agreement. Instead, we found a place we could call home. We feel truly welcomed by The Cat. It is a place where great friends can perform great theatre."

Ryan Shelton
Founder
Improbable Fiction Theatre Company

"We offer a unique diploma option at our school called the International Baccalaureate (IB) Diploma which requires the art students in the program to showcase their work at the end of their time in IB Art. Last year we had a large number of students who took the class, and we were at a loss as to how to accommodate all of them. Willie Wood and The Cat came to the rescue. Willie graciously offered us to use his space for a week free of charge. The students were able to not only set-up their work in a relaxed, collaborative space at the beginning of the week but also hold an art show that was both professional and artistic at the end of the week. The students loved the space but more importantly they loved how Willie made them feel about their work. He was genuinely interested in each student and their intentions behind each piece they made. He has a gift in how he cares for each individual. I am very grateful for all that The Cat and Willie Wood have done for Guerin Catholic, my students, and me."

Beth Waggoner
Art Department Chair
Guerin Catholic High School

"When Carmel Community Players lost our lease to our performance space, The Cat went out of their way to allow us to perform the remainder of our season without major alteration in our already announced season. They have an outstanding affordable performance space, allowing our patrons a high-quality experience unmatched in the Carmel area."

Tim Paramore
President
Carmel Community Players

TESTIMONIALS (continued)

"The Cat has provided me with incredible opportunities to push myself, stretch my skills, and leap outside my comfort zone, with the knowledge that there is a supportive community there to catch me."

Emma Rund
Intern – Summer 2017

"Congratulations on The Cat's first birthday! The team at Carmel Theatre Company couldn't be happier at seeing you reach that milestone. Having managed a community theatre facility ourselves, we can appreciate the effort, the heart, and the nerves you have put into this new operation.

Which brings me to the real reason I am writing this letter. THANK YOU! Thank you for the benefit you have been to the Carmel Arts Community and thank you for what you have so willingly done for CTC. When our performance space, Studio 15, was demolished, it appeared to be the end of a long journey for Carmel Repertory Theatre, dba Carmel Theatre Company. Then you stepped forward to say you had just signed a lease on a concert performance space that you thought could be turned into a theatre. How bold!

We appreciate the respect you showed our little struggling group, listening to our advice (and warnings) about the responsibility you were taking on. Your vision of a home for an eclectic mix of theatre projects was ambitious, but you have succeeded in bringing an opportunity for success to so many Carmel arts organizations. There are thousands of people in central Indiana who have enjoyed and learned from shows that would never have been presented without your work at building and maintaining The Cat.

Again, congratulations and thank you to you and your whole team! I hope this is the first of a long string of annual congratulatory messages."

John Clair
Chair
Carmel Theatre Company

"Finding a home at The Cat for our new theatre company, Approxima Productions, has allowed us the freedom to produce our own shows for the first time in over 20 years of working in theatre. The Cat's commitment to providing community theatres in central Indiana a high quality, professional level environment has made a positive impact on not just our acting company but many performing groups that have no routine access to a performance space. Having a place available to all performers, producers or directors has created a true community of artists that can come together to share their ideas, work and entertainment with audience members of all ages. We will continue to enjoy working with The Cat in coming years to bring new theatre, little-known scripts and popular plays to life for the Carmel and Indianapolis communities."

Christine Kruze
Artistic Director
Approxima Productions

"The Cat has been the newly founded home for our Magic Thread Cabaret series in Carmel. We are very happy to spotlight and celebrate local central Indiana talent in this gem of a place. The theatre, and Will Wood, share our passion for developing further performing arts experiences for the Carmel community. The Cat is special in that it represents a more intimate audience experience and gives several local or up-and-coming resident companies like us to showcase our work. Our goal is to uplift the American Songbook through our cabaret series in Carmel. Without The Cat, we might not even have ended up as part of the Carmel Arts scene. We are very thankful to The Cat and the support they have given us to produce a very successful first season!"

Dustin Klein
Artistic Director
Magic Thread Cabaret

TESTIMONIALS (continued)

"As a resident company of The Cat, Magic Thread Cabaret is delighted to be a part of Will Wood's vision to showcase artists and performing arts organizations for residents of Carmel and the surrounding area. The Cat is an ideal location for us to present local performers in an intimate, urbane and sophisticated setting which is perfect venue for showcasing the cabaret art form. With its proximity to the Carmel Arts District and the amenities it offers, Magic Thread Cabaret couldn't be better situated. Partly due to Wood's efficient, professional management, our first season, thus far has been an unqualified success. We look forward to growing our brand through our association with The Cat and the bright future that lies ahead for our organization."

Tom Alvarez
Producing Director
Magic Thread Cabaret

"I was an intern for The Cat in the summer of 2018. Interning at the Cat taught me so much about theatre and live shows. I was a part of many shows which allowed me to connect with lots of talented people who are in the local theatre community. The Cat allowed me to gain lots of valuable experience while being in the most positive and friendly environment imaginable. I love being involved with the Cat because it allows for the production of many quality performances in our community."

Taylor Modory
Intern
Summer 2018

"Let me just start by saying working with The Cat and their volunteer staff was nothing short of amazing. Willie Wood is truly a wonderful person. I had written my very first stage play and had no idea what needed to go into getting my play from the paper to the stage. After being told that another theater in the area could not accommodate me, I called The Cat. Willie told me to come in and speak with him that same day and the rest was history. Willie not only encouraged me, but he gave me resources and helped every step of the way. From putting me in touch with the person who lent me props, to gifting my programs for my very first show. Willie even spent about 20 mins opening night giving my mom directions over the phone. I am so thankful. I could not possibly end this without mentioning Gary Coburn. Gary oversees set design and was another huge reason that my show was so successful. Gary lent me things from his personal residence just to make sure my set was perfect. After two sold out shows, I am eternally grateful to Willie and my new friends at The Cat for making my first experience painless and fun! They took me in from the first day and supported me in a way that exceeded every expectation."

Shandrea V. Funnye
Author, producer and director
Fearless Productions

"We really appreciate having a place like The Cat in Carmel. Will and his staff have been kind and generous with their time, and they have provided us with an affordable space for our summer camp productions and fundraiser."

Hillary Blake
M3 Theatre Camp
Meridian Music School

EXHIBIT B

The CAT Ltd.
Net Operating Budget
Fiscal Year 2020

Income	
Concession Sales	21,670.00
Program Ad	400.00
Rent	21,100.00
Sales	80.00
Sponsorship	116,000.00
Ticket Sales	19,300.00
Unrestricted Contributions	7,000.00
Total Income	185,550.00
Expense	
Computer and Internet Expenses	2,600.00
Concession Supplies	6,550.00
Marketing	6,800.00
Meals & Entertainment	50.00
Office Supplies	100.00
Payroll Expenses	48,450.00
Production Show Budget	20,000.00
Production Show Licensing	4,500.00
Professional Fees	3,700.00
Rent Expense	63,800.00
Repairs & Maintenance	15,000.00
Scavenger Service	300.00
Security	400.00
Telephone Expense	3,200.00
Theatre Equipment & Supplies	400.00
Utilities	7,800.00
Total Expense	183,650.00
Net Operating Income	1,900.00

State of Indiana
Office of the Secretary of State

Certificate of Assumed Business Name
of

THE CARMEL APPRENTICE THEATER, LLC

I, CONNIE LAWSON, Secretary of State, hereby certify that a Certificate of Assumed Business Name of the above Domestic Limited Liability Company has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

Following said transaction, the above named entity will transact business under the assumed business name(s) of:

THE CARMEL APPRENTICE THEATRE, LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective **Saturday, February 11, 2017.**

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, **February 11, 2017.**

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201701271177951 / 7513558

To ensure the certificate's validity, go to https://bsd.sos.in.gov/PublicBusinessSearch

Exhibit A

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 21 2019

THE CAT LTD
C/O DON MEYER
111 MONUMENT CIRCLE STE 2700
INDIANAPOLIS, IN 46204

Employer Identification Number:
82-4715318
DLN:
17053166308028
Contact Person:
SIRIJUN MAYI ID# 31449
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
March 9, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

THE CAT LTD

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Director, Exempt Organizations
Rulings and Agreements

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, William Wood, an authorized representative of THE CAT LTD. ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 69,449.

Signature
Printed Name WILLIAM WOOD

Subscribed and sworn to before me, the undersigned Notary Public, this 22nd day of NOVEMBER, 2019.

SANDRA K. CROOK NOTARY MY COMMISSION EXPIRES 7/1/2021 SEAL MARION COUNTY, INDIANA

[SEAL]

Signature - Notary Public

Printed Name SANDRA K. CROOK

Resident of MARION County, Indiana

My Commission Expires: 7/1/2021

Exhibit E-1

6:37 PM
11/19/19
Cash Basis

The CAT Ltd.
Net Operating Statement
as of October 31, 2019

	Jan - Oct 19
Income	
Concession Sales	17,200.01
Program Ad	400.00
Rent	15,420.00
Sales	80.00
Sponsorship	80,800.00
Ticket Sales	9,293.85
Unrestricted Contributions	7,250.00
Total Income	130,443.86
Expense	
Advertising and Promotion	1,616.65
Bank Service Charges	68.32
Casual Labor	50.00
Computer and Internet Expenses	2,173.44
Concession Supplies	5,437.68
Marketing	5,628.39
Meals and Entertainment	34.18
Office Supplies	75.50
Payroll Expenses	15,186.88
Production Show Budget	9,948.99
Production/Show Licensing	1,108.68
Professional Fees	
Accounting	1,045.00
Legal	880.00
Total Professional Fees	1,925.00
Rent Expense	53,145.00
Repairs and Maintenance	1,727.71
Scavenger Service	253.72
Security	400.00
Taxes	
Food & Beverage Tax	123.66
Total Taxes	123.66
Telephone Expense	2,628.45
Theatre Small Equip & Supplies	287.36
Utilities	6,642.13
Total Expense	108,461.74
Net Ordinary Income	21,982.12
Net Income	**21,982.12**

Exhibit E-2

6:53 PM
11/19/19
Cash Basis

The CAT Ltd.
Balance Sheet
As of October 31, 2019

ASSETS	
Current Assets	
Checking/Savings	
First Merchants Bank	28,812.27
Total Checking/Savings	28,812.27
Total Current Assets	28,812.27
TOTAL ASSETS	**28,812.27**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	855.28
Total Other Current Liabilities	855.28
Total Current Liabilities	855.28
Total Liabilities	855.28
Equity	
Unrestricted Net Assets	5,974.87
Net Income	21,982.12
Total Equity	27,956.99
TOTAL LIABILITIES & EQUITY	**28,812.27**

Form 990-N (e-Postcard) Summary

(THIS IS NOT A FILEABLE FORM - FOR REVIEW PURPOSES ONLY**)**

Tax period beginning 01/01/2018 and ending 12/31/2018

Organization's legal name: THE CAT, LTD.

Employer ID number: 82-4715318

Other names used by organization (DBA)

Number and street (or P.O. box, if applicable): 254 VETERANS WAY, SUITE A

Room/Suite

Telephone number: 317-848-5725

City or town, state or country and ZIP + 4: CARMEL, IN 46032

Web address, if applicable

Check if organization is not a 509(a)(3) supporting organization and its gross receipts meets limits for the tax year [X]

Check if organization is terminating (going out of business) [ ]

Information regarding principal officer:

Name: WILLIAM R. WOOD

Street address: 13701 WEST ROAD

City, state or country and ZIP + 4: WESTFIELD , IN 46074

823231
04-01-18

Exhibit F

THE CAT, LTD
Membership List
(Effective as of February 12, 2018)

Officers:

President:	William R. Wood
Treasurer:	Deborah B. Wood
Secretary:	Miranda Armie

Directors:
William R. Wood
Deborah B. Wood
Miranda Armie
Christopher S. Roberge
Christopher Carmen

Members:
William R. Wood
Deborah B. Wood

EXHIBIT G

Year-end report description of use of the 2019 grant

Your Grant Helped Us Do Some Great Things in 2019!

- RENTAL FEES
  - We were able to maintain our low rental fees for artists and not charge for rehearsal space.
- FACILITIES
  - A new front curtain (we shopped around and got one at a great bargain – only $300!)
  - 12 new stage lights (again, shopping smart we added 12 for only $600 – this makes our stage more useable)
  - A more expandable and error-free Light Board - $500. (people are able to take their light system home with them, and not have to store it on the board!)
- FEE WAIVER
  - Because of your generous grant we were able to waive all participation fees in our Carmel Apprentice Theatre shows. This means that all performers (70) were able to join free of charge.
- THEATRE OPERATIONS COORDINATOR
  - As mentioned on another page, Audrey Larkin, who joined The Cat in a full-time position as our Theatre Operations Coordinator mid-year 2019, is adding so much worth to our theatre.
- PROJECT X
  - Finally, we brought a WORLD PREMIERE to Carmel! The first ever pairing of the 2 Annie Musicals (Annie & Annie Warbucks) performed in repertory, on one of the tiniest stages in the state of Indiana. 55 actors rehearsing for 7 months to perform 12 performances of 2 shows – giving an audience the opportunity to enjoy the complete Annie story for the first time ever!

CARMEL APPRENTICE THEATRE ANNOUNCES THE COMPLETE ANNIE STORY

From November 14 to December 1, the Carmel Apprentice Theatre will perform Annie, the story of the orphan you love, and Annie Warbucks, the continuation of her journey, for the very first time in repertory. Audiences will have the opportunity to enjoy the entire story of our favorite red-headed orphan, as written, and as never seen before.

Carmel Apprentice Theatre draws together theatre veterans coming to play that role of a lifetime, with apprentices curious to *perform for the first time in their life.* Fearless artists and shy apprentices will perform alongside each other to create great *theatre, great community,* and great fun.

Tickets for performances of Annie can be purchased online at brownpapertickets.com/event/4288772. Tickets for performances of Annie Warbucks can be purchased online at brownpapertickets.com/event/4288951. It highly recommended that guests planning a visit to include both productions, in order. All performances take place at The Cat, 254 Veterans Way in Carmel.

For more information about the theatre, please visit thecattheatre.com.

PERFORMANCE SCHEDULE:

Thursday, November 14 at 7:30 pm - Annie
Friday, November 15 at 7:30 pm - Annie Warbucks
Saturday, November 16 at 7:30 pm - Annie
Sunday, November 17 at 2:30 pm - Annie Warbucks
Thursday, November 21 at 7:30 pm - Annie
Friday, November 22 at 7:30 pm - Annie Warbucks
Saturday, November 23 at 7:30 pm - Annie
Sunday, November 24 at 2:30 pm - Annie Warbucks
Friday, November 29 at 7:30 pm - Annie
Saturday, November 30 at 2:30 pm - Annie
Saturday, November 30 at 7:30 pm - Annie Warbucks
Sunday, December 1 at 2:30 pm - Annie Warbucks

Theater, park to aid federal workers

John Tuohy
Indianapolis Star
USA TODAY NETWORK

Conner Prairie in Fishers and a Carmel theater are jumping in to help federal employees who haven't been paid in a month because of the government shutdown.

Conner Prairie, an interactive history park and museum, is offering free admission to all federal employees through March 10, even if the shutdown ends sooner, said Christine Dejoy, director of public affairs. The regular admission fee is $9 for both adults and children.

The address is 13400 Allisonville Road, and the hours are Thursday to Sunday from 10 a.m. to 5 p.m.

The Cat theater, 254 Veterans Way, Carmel, is providing free admission and free popcorn for performances of "2 Across," which opens Thursday night and runs until the end of next weekend.

Federal employees will be entitled to two $20 general admission tickets. They can be ordered in advance by emailing willwood@cattheater.com or be provided to walk-ups.

Performance times are 8 p.m. Thursday, Friday and Saturday, as well as 8 p.m. Feb. 1 and Feb. 2 and 2 p.m. on Feb. 3.

The play is a comedy about two people who meet on a train while doing crossword puzzles, said Perry Acceturo, a spokeswoman for the theater.

The address of the theater is 254 Veterans Way, Carmel.

The two offers join a host of other Indianapolis-area discounts and freebies for government workers.

Elsewhere in Hamilton County, Pizzology in Carmel has been offering free meals to federal workers since the beginning of the year.

Chef and owner Neal Brown said Tuesday in social media posts that the eatery at 13190 Hazel Dell Parkway and his other restaurants in Indianapolis had served 150 workers.

The Cat theater, 254 Veterans Way, Carmel, is providing free admission and free popcorn for performances of "2 Across." JENNA WATSON/INDYSTAR

Elwood

Continued from Page 1A

"Mrs Smitherman stated she realized (the boy) did not go to school

"She made an unfortunate mistake, but we understand that it was out of concern for this child's welfare. We know she understands what she did was wrong, but

GO SEE THIS

THRU SEPT. 29	EVENT // Contemporary Glass from the Heartland WHERE // Gallery 924 TICKETS // all-ages

THRU OCT. 30	EVENT // Transcending the Tabletop WHERE // Underground Gallery at Harrison Center for the Arts TICKETS // all-ages

AN UPSTART THEATER IN THE SHADOW OF THE PALLADIUM

Carmel's The Cat gives the big guys a run for their money

BY **LISA GAUTHIER MITCHISON** // ARTS@NUVO.NET

"People have heard that we aim to be the off-off-Broadway of Carmel. So I think they know that whatever ideas there are, we will give them a shot at making them real," says Will Wood, the founding artistic director of The Carmel Apprentice Theatre, the newest theater/multipurpose venue in Carmel. "We are fortunate in Central Indiana to be a tight-knit group."

In February 2017, The Cat took up residence in a compact building that formerly housed the defunct live music venue The Warehouse. The address, at 254 First Ave. SW, is on the periphery of Carmel's Arts & Design District. It's within sight of (and dwarfed by) the Palladium, the concert hall for the Center for the Performing Arts.

The Cat had its first performance in May, *Side by Side* by Sondheim. "[It was] led by the delightful Ellen Kingston for Carmel Theatre Company," says Wood. "CTC, whose history goes back over 25 years, had lost their lease the previous December and had been looking for a new home."

Wood himself has had many experiences in theater. After a break lasting 30 years, he reemerged into the scene in 2009 and since then has assistant directed, directed, or produced nearly 20 theatrical productions in Central Indiana. In 2016, he wanted to direct a Cole Porter musical for CTC, but it lacked a venue. Wood and his wife and business partner, Deborah, discovered the 60-year-old building, signed the lease in February 2017, and fulfilled a lifelong dream of having their own theater.

The client base for the 150-seat The Cat has grown significantly since they opened their doors. "We have seven resident theater companies, but only two of them existed in any form before we opened," says Wood. "Our model encourages, almost demands, that people who have an idea or a dream come try it out here. The new companies, all formed this year, are Improbable Fiction, Approxima, 4 Way Stop, Indiana Theatre Company, and The Carmel Apprentice Theatre."

Since the theater opened, its focus has been integrating itself into its natural habitat. "We serve the local arts community," says Wood. "And the term 'arts community' is meant in its most liberal term. And the term 'local' means just that. We have had several touring acts ask about playing here, and we could easily accept them, but that would send the signal that we are another of the many — and fine — spots open mostly for acts originating somewhere else."

Wood gets excited when rattling off upcoming performances. "Shakespeare, Charlie Brown... a Broadway cabaret, *It's A Wonderful Life*, a premiere play, comedy — IndyProv and Dave Dugan," he says. "We have shows booked all the way through December of 2018, but there's still room for more."

The next event at the Cat is *Ashton Wolf: Dueling Pianos*, scheduled for Sept. 30, where Wolf and his performing partner Craig Wilson will explore many genres of piano music, including rock, country and standards.

"I sit at my desk sometimes and watch people walk by with their dogs or kids," said Wood. "And they stop and stare at the place. Maybe it's the neat logo on the front, the bird feeder, the dog dish. Or maybe they're just looking at this tiny place next to the big five-story office building going up...And they just wonder how we're going to survive!"

The venue is by no means exclusively a live-theater spot. "As far as artists, we've had comedy shows, student recitals, a surprise birthday party, corporate meetings, ribbon cuttings, summer camps, concerts...lots of stuff." The flexibility of the setup inside, which Wood describes as "cozy," allows performers a multitude of possibilities. Overall, Wood says, "We attempt to be relatively family-friendly. And not too loud."

So far, Wood says the best part of running The Cat is "Each time we say, 'Yes, you can do that here!' I love the reactions I get. Like 'Really?' or 'You're kidding, right?'" N

The operator of the new Cat Theater in Carmel knows it can't be all things to all people.

But it can provide something performing arts enthusiasts say is needed in Hamilton County; experimental theater, a steady home for local thespians and inexpensive community theater.

"It so much better than expected," Will Wood said of the first 10 months in the Arts and Design District building that used to be the 150-seat Warehouse live music stage. "We opened as a place to go to when performers had no other options to create art and when the other places are so busy."

When Wood rented the space in February, he envisioned off-off- Broadway theater. Since then, the Cat has hosted a variety of performances and is home to seven resident theater companies.

"Three or four of the companies are brand new, and we are all about being very local," Wood said.

Wood's production company, Amalgamated Stage Productions, specializes in obscure or lost productions, such as "You Never Know" with music by Cole Porter, which played in August. The Carmel Apprentice Theatre is a non-audition company built by people who have never acted or been out of acting. Improbable Fiction focuses on Shakespeare productions, such as "The Complete Works of Shakespeare (abridged)" in October.

The Carmel Theatre Co., which broke from the Carmel Community Playhouse about five years ago because of artistic differences, also has residence at the Cat and will be performing a radio version of "It's a Wonderful Life" from Nov. 30 until Dec. 17.

The Carmel Theatre Co. moved into the Cat in May after its home at 15 1st Ave. NE, which it leased from the city of

See CAT THEATER, Page 2D

The Cat logo adorns a wall in the theater's lobby.

Make sure to dispute a high medic

Pete the Planner
Peter Dunn
The Indianapolis Star
USA TODAY NETWORK

FOX 59 Tune in to Pete the Planner, who is also Fox 59's personal finance expert, at 8:15 a.m. Wednesdays.

Have you ever been so frustrated that you can't even focus on who or what to be mad at?

That's where I'm at with the cost of health care right now. I'm merely bothered by my family's struggle with health coverage stability over the past few years, but I'm mortified at the experiences some of my friends have had recently. While all the talk revolving around health care seems to focus on health insurance premiums, there are much bigger problems afoot.

Despite having zero medical concerns as a family, my family's coverage has been cancelled three times in the past four years, and we pay an exorbitant amount of money for just four wellness visits per year. We were not renewed yet again this year, and early quotes for new coverage suggest that I'll be paying 62 percent more than I did last year for health-care coverage. And, fortunately, we're a family of four with zero pre-existing conditions or medical concerns. Don't reach for your violins to play your sympathy music for me; save it for the folks who have it much worse.

In the last three weeks alone, I've witnessed two different friends have their financial lives ruined by health-care issues. While most folks understand good health care comes at a cost, I don't think any of us expect out-of-pocket bills in excess of $50,000 at the drop of a hat. I'm fully aware that every insurance policy has restrictions and limitations, but those limitations never feel like a factor until your health takes a very strange turn. For one of my friends, and I can only assume many other Americans, the stress associated with his newly acquired mountains of debt made his medical problem markedly worse. His blood pressure was through the roof and he had to stay extra days at the hospital, which then increased his debts even more.

How has a nation so great not been able to figure this out? The solution can't just be "hope that you're lucky," right?

If you have any chance at all to financially survive a medical procedure, it will be because you adopt the following three health care consumer financial strategies.

First, call and ask questions about every single bill you receive. I know what you're thinking: "That seems a bit much." Nope. It's not a bit much. For instance, I received a $225 bill in the mail the other day from my doctor's office following a recent wellness visit, flu shot, and blood work. A bill for $225 seems reasonable for those services, until you remember that those services are all covered by my plan. In other words, I shouldn't be paying a nickel. I called my doctor's office, asked about the bill, and they informed me that they forgot to enter my insurance information into the system. Can you imagine how many errors like that occur on a daily basis?

Out of 10 people, how many do you think would just pay the bill without calling first? I'd guess at least four. By the way, I'm not the hero of this story. (This story has no heroes.) My advice is simple, call on every bill you receive.

See F

about The Cat, and Woods soon found himself with seven theatre companies in residence (all with different artistic styles) who call The Cat home:

- Carmel Theatre Company
- Approxima Productions
- Carmel Apprentice Theatre
- Amalgamated Stage Productions (the Woods' company)
- Improbable Fiction Theatre Company
- Ashton Wolf Productions
- 4 Way Stop

Carmel Apprentice Theatre

Lisa Williams, artistic director of Carmel Apprentice Theatre, has set a goal to draw in as many novice performers as possible, pairing them with veteran actors on stage. Williams puts an innovative spin on theatre by making performing open to anyone who wants to be in the show. She follows a new style called AfterWork Theatre introduced in New York.

"If you've ever been turned down for a part, come here," she says.

Once a new production has been announced to the community, here is how the casting process works:

1. Anyone (adults and kids included) who wants to be a cast member attends planning night to fill out a form and pay a membership fee that applies to just that show. "Once they pay the fee, they are in the show, period," Williams says.

2. Next, the cast comes to a peer evaluation night with the directing team. All the cast gets into a circle and reads through the script while the directors listen to voice tones and inflections.

3. The team then deliberates and hands out the parts.

"We are one of the few theatre companies in the area that casts people of all ages," Williams says. In their first production, "You're a Good Man, Charlie Brown," the cast ranged in age from 12 to 25 years old.

The Ticket

THEATER & DANCE CALENDAR

Broadway, Shakespeare, Poe-inspired productions, seven (!) *Nutcrackers*, and more shows appearing on stages this season.

ONGOING

ends 10/7

Seven Brides for Seven Brothers →

Horrified by her new husband's six unkempt, ill-mannered brothers, bride Milly attempts to set them straight so they, too, can find love. **Beef & Boards** stages this rollicking show. *beefandboards.com*

SEPTEMBER

9/6–8

Too Much Light Makes the Baby Go Blind

Fresh off an appearance at the IndyFringe Festival, UIndy's Department of Theatre presents this off-off-Broadway show that provides audience members an escape from reality by immersing them in what's happening on stage. See it—and be a part of it—at **UIndy's Studio Theatre**. *events.uindy.edu*

9/6–9 & 14

Destination: Everywhere

Broken Box Mime Theatre weaves together nine short works into this hour-long program, after which families can meet the cast and learn how to mime. Discover your talents for that medium at the **District Theatre**. *indydistricttheatre.org*

9/7–30

A Comedy of Tenors

The **Studio Theater** at the Center for the Performing Arts hosts this Actors Theatre of Indiana farce featuring one hotel suite, four tenors, two wives, three girlfriends, a stadium full of fans, mistaken identities, and other hijinks. *atistage.org*

9/12–29

The Lion King

The adventures of Simba, Nala, evil Scar, and the rest of the Pride Lands gang fill the stage at the **Old National Centre** in this critically acclaimed, visually stunning show. *indianapolis.broadway.com*

Quick Q&A

Will Wood

The theater vet talks about transforming an empty venue into Carmel's newest performing-arts hub.

WHY DID YOU START THE CAT THEATRE?

We have an incredible theater complex in town where people just can't afford to be. I wanted to put on a show, and I wasn't able to afford the terms of the place, and all the lesser places were filled. I decided to do something even less affordable and rent this space for three years.

WHY DO YOU CALL THE CAT "OFF-OFF-BROADWAY"?

I have a fella here who is our technical director. He said, "You know, Willie, The CAT isn't a community theater. It is the community's theater." I thought, *Wow, that's pretty cool.*

SO HOW DOES THAT AFFECT THE WAY YOU RUN THE THEATER?

We recruit and adopt theater companies who don't have a home or who are between homes. We have 18 different companies. I was describing how theater companies come to us, and the person I described it to cocked her head. She said, "You kinda sound like the Island of Misfit Toys."

MOST REWARDING MOMENT SO FAR?

It was with Carmel Apprentice Theatre and *You're a Good Man, Charlie Brown*. A woman came to us. She's 54 years old, but has the mental capacity of someone who's not even 10. She wanted to be on stage. We cast her in the role of Woodstock. She was on stage for most of the show, having the best time of her life. Here, we have someone who has never been given the chance, and now she's part of the group. —*Taylor Meyers*

CARMEL Theatre COMPANY

Mr. Will Wood
c/o The Cat
451 first Avenue SE
Carmel, IN 46032

March 1, 2018

Dear Will,

Congratulations on The Cat's first birthday! The team at Carmel Theatre Company couldn't be happier at seeing you reach that milestone. Having managed a community theatre facility ourselves, we can appreciate the effort, the heart, and the nerves you have put into this new operation.

Which brings me to the real reason I am writing this letter.
THANK YOU! Thank you for the benefit you have been to the Carmel Arts Community and thank you for what you have so willingly done for CTC. When our performance space, Studio 15, was demolished, it appeared to be the end of a long journey for Carmel Repertory Theatre, dba Carmel Theatre Company. Then you stepped forward to say you had just signed a lease on a concert performance space that you thought could be turned into a theatre. How bold!

We appreciate the respect you showed our little struggling group, listening to our advice (and warnings) about the responsibility you were taking on. Your vision of a home for an eclectic mix of theatre projects was ambitious, but you have succeeded in bringing an opportunity for success to so many Carmel arts organizations. There are thousands of people in central Indiana who have enjoyed and learned from shows that would never have been presented without your work at building and maintaining The Cat.

Again, 'congratulations' and 'thank you' to you and your whole team! I hope this is the first of a long string of annual congratulatory messages.

The Carmel Theatre Company team,

John Clair, Chairman

To Whom It May Concern,

The Carmel Apprentice Theatre has generously promoted awareness and accepted donations on behalf of Hands of Hope during their performances in 2019. The financial contributions that they have given to our organization have gone directly to serving foster children in Indiana. The Carmel Apprentice Theatre has helped our organization to be able to serve foster families through local foster care support groups and fun events for foster children.

These funds have also helped us to grow an initiative called Care Communities in the state of Indiana. Care Communities are wrap around support for foster and adoptive parents. Nationally, 50% of foster families quit after the first year or first placement. Care Communities have proven to retain up to 90% of foster families because of the encouragement and support the families receive.

The assistance we have received from The Carmel Apprentice Theatre will help us continue to grow in our work to prevent children from entering foster care, supporting foster families, and serving vulnerable children in our community through consistent, ongoing programs. We are thankful for their generosity and support.

This is to certify that Hands of Hope Adoption and Orphan Care Ministry, Inc. is a 501c3 non-profit organization registered with the United States Government. Our EIN number is 30-0616938.

If you need additional information, please let us know.

Sincerely

Jessica Gafkjen
Central Indiana Alliance Director
Hands of Hope Adoption and Orphan Care Ministry
317-605-0886
jess@handsofhopein.org
www.handsofhopein.org
www.facebook.com/handsofhopein

Defend the weak and fatherless;
uphold the cause of the poor and oppressed. Psalm 82:3

RESOLUTION NO. BPW 01-22-20-11

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Central Indiana Dance Ensemble (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Caitlin Sloan, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 15,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status.** Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Central Indiana Dance Ensemble **("Grantee")**

By: Caitlin Sloan (Signature)

Printed Name of Officer: Caitlin Sloan Title: Communications and Productions Coordinator

Date: 11/22/2019

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Central Indiana Dance Ensemble

Address: 4993 Deer Ridge Dr. N.
Carmel, IN 46033

Telephone: (317) 844-7453 Fax: N/A

Contact Person: Caitlin Sloan

Email: caitlins@ciaodance.com

APPLICATION AMOUNT: $32,300.00

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Central Indiana Dance Ensemble (CIDE), central Indiana's first pre-professional ballet company, invites your investment of **$32,300** to present our original, full-length production of *Cinderella* during the 2020-2021 season.

Central Indiana Dance Ensemble was founded in 1999 by artistic director, Suzann DeLay. Following a successful professional career dancing with Sacramento Ballet and Pacific Northwest Ballet, Suzann moved to central Indiana and saw a need for a pre-professional ballet company. She founded CIDE to provide cultural and educational enrichment through the artform of classical ballet to aspiring dancers in the central Indiana community. From the inception of CIDE in 1999 to now, the company has grown from one ensemble of 10 dancers to 6 companies of over 50 dancers ages 8 to 18. CIDE has a proven track record of excellence, resulting in over 30 alumni who have received college degrees in dance-related fields including performance, administration, and pedagogy. In addition, over 20 alumni have gone on to pursue successful dance careers with the nation's top dance companies including Pacific Northwest Ballet, Jessica Lang Dance, Nashville Ballet, Boston Ballet, and Charlotte Ballet. As we prepare to enter our 21st season, we have established ourselves as a leader in the central Indiana dance community. We are guided in our pursuit of excellence not only by our mission to provide cultural and educational enrichment to the Central Indiana community, but by our company vision. Our vision is to:

1. Create ongoing education and dance training

2. Provide exceptional quality of dance

3. Establish a strong public identity

4. Broaden audience acceptance and appreciation of dance

5. Reach audiences beyond traditional constituencies

6. Collaborate with other organizations

7. Grow a solid financial base

8. Provide opportunities for children to perform full-length ballets in a public setting

9. Create a nurturing environment where children are taught the principles of dance

In order to achieve our vision, CIDE provides an environment for aspiring young dancers to learn the art of ballet, rehearse both repertoire and full-length ballets and perform in a pre-professional atmosphere. CIDE works diligently to provide high-quality training and performances to the central Indiana community.

CIDE presents two full-length classical ballet productions per year: *The Nutcracker* during the holiday season, and an exciting storybook ballet, such as *The Sleeping Beauty*, in the spring. Students from all over central Indiana are invited to audition and participate in both of these performances. CIDE also presents one yearly repertoire performance titled *Mixed Rep* consisting of both classical and contemporary ballet works. These performances are presented in central Indiana and open to our entire community. CIDE is an Honor Company of the Regional Dance America (RDA) Mid-States, an organization dedicated to increasing opportunities, exposure, and connections for pre-professional dance companies around the United States through dance education, choreography and performance. RDA Mid-States panelists adjudicate CIDE pieces each year and have selected CIDE to perform at the Festival's Gala performance nearly every year since 2006. In recent years, CIDE members have competed at the Youth America Grand Prix (YAGP) Indianapolis and Chicago Regional competitions, joining the world's largest global network of dance for aspiring dancers ages 9-19. Through this platform, CIDE dancers have received top awards. CIDE's home studio, Central Indiana Academy of Dance, was named "Most Outstanding School" by YAGP in 2012 and 2014. Additionally, we present a yearly summer intensive in which students study with guest instructors for two-weeks in an environment designed to mirror that of a professional company. Through these educational and performance opportunities, we are able to create the nurturing environment of dance training which is a cornerstone of our vision.

As a resident company of the Booth Tarkington Civic Theatre at the Center for the Performing Arts in Carmel, Indiana, CIDE presents a yearly storybook ballet every May. In the past, these ballets have included *Snow White, Peter Pan, The Sleeping Beauty,* and *Alice in Wonderland.* Due to a generous grant from the City of Carmel, CIDE will stage the Indiana premiere of *The Wizard of Oz* on May 16, 2020. As we embark upon our 21st season, CIDE is thrilled to be bringing back a beloved favorite, *Cinderella*, to the Tarkington stage.

The original production of *Cinderella* was choreographed in 1999 by CIDE Artistic Staff Suzann DeLay and Michael Casey Clark. As the very first story ballet ever brought to the stage by CIDE, *Cinderella* holds a special place in the hearts of both the dancers and audience members. Since 1999, Cinderella has only returned to the CIDE stage three times and we are thrilled to bring it

back in the 2020-2021 season. The production will be restaged for our 21st season by the original choreographers DeLay and Clark along with the entire artistic staff including Ashley Jacobs and Caitlin Sloan. Suzann DeLay, CIDE Artistic Director, danced professionally with Sacramento Ballet and Pacific Northwest Ballet before founding CIDE in 1999. Michael Casey Clark, Assistant to the Director, received his B.S. in Dance Performance with a Minor in Theatre from Ball State University. While at Ball State, Mr. Clark presented works at the American College Dance Festival and was named 'Best Student Choreographer'. Ashley Jacobs, Ballet Mistress and Outreach Coordinator, is a founding company member of CIDE. She received her B.S. in Kinesiology with an emphasis in Dance Performance from Indiana University. As a CIDE company member, Ms. Jacobs performed the lead role of Cinderella in 2005. Her first-hand experience dancing the role allows her to give unique insight and coaching to the current company members cast as Cinderella. Caitlin Sloan, Youth Company Director and Communications & Productions Coordinator, received her B.A. in Dance from Grand Valley State University and Graduate Certificate in Nonprofit Management from the University of Missouri. Ms. Sloan had a decade-long professional career dancing with Ballet Tucson, Grand Rapids Dance Project and Missouri Contemporary Ballet. All four artistic staff members are respected choreographers and instructors who bring a wealth of knowledge to our community. (Further information about each staff member is attached to 'Exhibit A'). **$6,000** of our funding request has been allocated toward staffing to provide artistic services toward this production.

CIDE is dedicated to giving our dancers the best possible opportunities in dance training. Beyond working with the highly qualified CIDE Artistic Staff, we will contract with renowned instructor Michael Vernon to provide a weekend coaching session to the cast of *Cinderella*. Currently serving as Professor of Ballet at the Indiana University Jacobs School of Music, Mr. Vernon has a wealth of experience to share with our dancers. He performed with the Royal Ballet, the Royal Opera Ballet, and the London Festival Ballet before moving to New York in 1976 to join the Eglevsky Ballet as ballet master and resident choreographer. Vernon has been company teacher for American Ballet Theatre, Dance Theatre of Harlem, the Metropolitan Opera Ballet, and the Alvin Ailey American Dance Theater. He has guest taught in companies all over the world, including the West Australian Ballet, the National Ballet of China, the Hong Kong Ballet, the Birmingham Royal Ballet, Berlin Ballet, the Royal Swedish Ballet, and the Norwegian Ballet. He has been a guest teacher for The Juilliard School and The Joffrey School, and recently joined the panel of judges for the Youth America Grand Prix regional semi-finals. The cost to bring Michael Vernon in as a guest coach will be **$1,250**.

In addition to obtaining the very best in artistic instruction, CIDE consistently brings in guest artists of a high caliber. Guest artists appeal not only to our audiences, but also give our aspiring company dancers strong role models in the field of dance to learn from. To obtain guest performers, we work closely with the Dance Department at Butler University, which was ranked third in the nation among college dance programs by College Magazine in 2019. In order to round out our production and bring a high level of professionalism to the Booth Tarkington stage, CIDE hires performers currently obtaining their Bachelor of Arts in Dance at Butler to perform with the company. The expense to bring in guest performers is **$1,500**.

In order to continue presenting the high quality productions CIDE has become known for, we have found it necessary to update the costumes, lighting, backdrops and sets of the production. The cost for this will be **$12,500**. Specifically, we will allocate **$2,500** toward costumes, **$8,000** toward lighting and **$2,000** toward sets and backdrops. Originally designed and crafted in 1999,

the costumes have not been updated in over 20 years. We will work with local Costume Designer Mandy Polster to revamp the main character's costumes including Cinderella, Fairy Godmother, Stepmother and Sisters and Prince. Samples of Mandy Polster's past work for CIDE in *The Sleeping Beauty* are attached to 'Exhibit A'. We work closely with Majestic Productions in Summitville, IN to design breathtaking lighting which adds an extra element of magic to our performances. In addition to gorgeous backdrops which will be rented from Grosh Scenic Rentals in Evansville, IN, we will be investing in a brand new grandfather clock. The clock provides a pivotal moment in the plot line of *Cinderella* and we are thrilled to be upgrading this iconic set piece.

Beyond the theatrical elements necessary for a performance, there are many expenses required behind the scenes to bring the magic of *Cinderella* to life. Our request is completed with **$11,050** in expenses toward additional performance and operating expenses. This includes **$5,000** for theatre rental at the Booth Tarkington Civic Theatre, **$550** for backstage workers, **$2,000** for ticketing services, **$2,500** for advertising and **$1,000** for printing and publications.

Our Spring Ballet performances bring on average 1,000 audience members to view the performance live at The Booth Tarkington Civic Theatre at the Center for the Performing Arts. In addition to the mainstage performances, we will present a number of related outreach performances to the elderly and youth at venues such as PrimeLife, Barnes and Noble Carmel, and Carmel Library. These performances are free of charge and open to the public. At each outreach presentation, we will perform an abbreviated version of *Cinderella* in full costume. Audience members will have the opportunity to ask questions and interact with the dancers following the performance. By performing outreach events in the months leading up to *Cinderella*, we are able to reach approximately 450 Carmel residents who otherwise may not be able to experience the joy of ballet.

Thank you for your consideration of our proposal. Your consistent and generous support has allowed us to bring the art of classical ballet to central Indiana for 20 years. We look forward to continuing our partnership with the City of Carmel.

By: Suzann DeLay

Printed Name of Officer: Suzann DeLay

Title: Artistic Director

Date: November 22, 2019

(Additional pages may be added to Exhibit "A")

Central Indiana Dance Ensemble Funding Request

2021 Spring Ballet Production of *Cinderella*

1	**Professional Services:**	**$7,250.00**
	Artistic Staff (Choreography and Staging)	$6,000.00
	Guest Coach (Michael Vernon)	$1,250.00
2	**Program/Show Expenses:**	**$19,550.00**
	Theatre Rental	$5,000.00
	Costuming	$2,500.00
	Lighting	$8,000.00
	Sets & Backdrops	$2,000.00
	Hired Performers	$1,500.00
	Backstage Workers	$ 550.00
3	**Operating Expenses**	**$5,500.00**
	Ticketing	$2,000.00
	Advertising	$2,500.00
	Printing and Publications	$1,000.00
TOTAL REQUESTED		***$32,300.00***

Suzann DeLay, *Artistic Director*

Suzann Siler DeLay received her early dance training in California with Deane and Barbara Crockett, founders of The Sacramento Ballet. She went on to dance a variety of contemporary and classical roles while a member of The Sacramento Ballet. She also had a brief career with Pacific Northwest Ballet until injury forced her to retire. She has been fortunate to study with some of the master teachers of our time such as Violette Verdy, Robert Barnett, Robert Joffrey, Janet Reed, and David Howard just to name a few. Suzann appeared in several musicals including *Princess and the Pea* and *Lil' Abner*. She has also appeared in several PBS specials in the California area.

Suzann has taught, choreographed and performed throughout the United States, including the official School for Sacramento Ballet, and occasionally teaches for the Contemporary Dance Department at Indiana University. She brings with her a vast knowledge of classical ballet and has taught Ballet, Pointe, Variations and Pas de Deux to students six through adult. She also specializes in a creative dance program for children ages three through six. She has been recognized with numerous awards for choreography works in ballet and contemporary.

In 1999, Suzann founded the Central Indiana Dance Ensemble, which is successfully celebrating their 20th season. Alumni of Central Indiana Dance Ensemble have gone on to professional careers with Ballet West, Dayton Ballet, Pacific Northwest Ballet, Nashville Ballet II, Nevada Ballet, Boston Ballet and North Carolina Dance Theatre. In addition, many alumni have been accepted with scholarships to top level summer intensives, residencies and universities.

In 2009, she opened Central Indiana Academy of Dance to provide pre-professional training for the resident pre-professional company, Central Indiana Dance Ensemble, an honor company with Regional Dance America. In 2012 & 2014 Central Indiana Academy of Dance was awarded the Youth American Grand Prix "Outstanding School" Award.

She has been honored by being on the cover of the December 2008 issue of Indianapolis Woman and was invited and attended the National Teachers Weekend at the School of American Ballet in 2010. She is the former President for the Mid-States Board of Directors of Regional Dance America.

Trained in Cecchetti and Russian techniques, she was a student of the Crockett's for many years and is dedicated to carrying on their teachings. Suzann is an ABT® Certified Teacher, who has successfully completed the ABT® Teacher Training Intensive in Pre-Primary through Level 5 of the ABT® National Training Curriculum.

Michael Casey Clark, *Assistant to the Director*

Michael Casey Clark is originally from Fishers, Indiana, Casey started dancing at the age of 19. He attended Ball State University graduating with a BS in Dance Performance with a minor in Theatre. While at Ball State, he was encouraged to attend dance classes and audition for the Ball State Performing Dance Company where he was accepted as an Apprentice. A year later he became a company member. While studying at Ball State, he also performed with the Anderson Young Ballet Theatre, directed by Lou Ann Young. He received many scholarships and was the first to receive the Lynette Jordan Schisla Scholarship.

At Ball State, Casey developed his choreography skills. He was one of several students to have their works adjudicated and performed at the American College Dance Festival, representing Ball State. Casey also choreographed many musicals at Ball State. "Dancing at Laughnasa" was adjudicated and presented at the American College Theatre Festival. He was also voted Best Student Choreographer.

Casey has studied and worked with many outstanding choreographers and master teachers including Gail Gilbert (David Parsons Dance Company), Franciose Martinett (Joffrey Ballet), Sylvia Waters (Alvin Ailey), Trinette Singleton (Joffrey Ballet), Luigi and Twyla Tharp, just to name a few.

Summer of 2003, Casey was accepted to the Glenda Brown Choreography Project in Austin, Texas, where he worked with Margo Sappington. Casey attended this project as a choreographer where he was inspired to create eight dances in thirteen days.

Casey is very excited to be expanding his teaching and choreography responsibilities at Central Indiana Academy of Dance. Casey would like to thank Suzann DeLay for her insight and astute knowledge she has shared with him.

Casey is an ABT® Certified Teacher, who has successfully completed the ABT® Teacher Training Intensive in Pre-Primary through Level 3 of the ABT® National Training Curriculum. Casey also is certified to teach three levels of Progressive Ballet Technique.

Ashley Jacobs, *Ballet Mistress & Outreach Coordinator*

Ashley Jacobs began her formal ballet training at the age of 10 with Suzann DeLay, and was a founding member of the Central Indiana Dance Ensemble. While with CIDE, she performed soloist roles such as the Sugar Plum Fairy, Snow Queen, and Rose in *The Nutcracker*, Alice in *Alice in Wonderland*, Cinderella in *Cinderella*, and Wendy in *Peter Pan*.

While dancing Ashley attended summer programs with The Washington Ballet, Milwaukee Ballet, Boston Ballet, and American Ballet Theatre.

Ashley attended the University of Utah as a ballet major, and in her sophomore year transferred to Indiana University to study in the Contemporary Dance Program, where she received the Jane Fox Dance Scholarship from the Kinesiology Department. While at IU she danced with The Ben Munisteri Dance Company of New York City, Connie Denapoli from Paul Taylor Dance Company and The Liz Lerman Dance Exchange of Washington D. C.

In addition to performing, she was a featured choreographer in IU's "Hammer and Nail 2008". She has choreographed for the Central Indiana Dance Ensemble and was recognized at the Regional Dance America - MidStates Festival held in Indianapolis.

Ashley has taught at many local studios, including Indiana University's Pre-College Dance Program, and was an assistant teacher for the freshman dance major's modern class at IU. Ashley is currently a supervising teacher for Butler University's Ballet Department Pedagogy Major.

Ashley graduated from Indiana University with a Bachelor of Science in Kinesiology with an emphasis in Dance Performance.

Ashley is an ABT® Certified Teacher, who has successfully completed the ABT® Teacher Training Intensive in Pre-Primary through Level 5 of the ABT® National Training Curriculum. Ashley was also recently certified in all three levels of Progressing Ballet Technique.

Caitlin Sloan, *Youth Company Director and Communications & Production Coordinator*

Caitlin Sloan, originally from Rochester Hills, MI, began her training at the Rochester School of Dance under the instruction of Cornelia Sampson. As a member of the school's resident company Michigan Ballet Theatre for six years, she danced principal roles including Clara in the *Nutcracker* and Princess Florine in *The Sleeping Beauty*. She also studied at summer intensives with American Ballet Theatre, Pittsburgh Ballet Theatre and Eisenhower Dance Ensemble (on full scholarship).

Caitlin attended Grand Valley State University on scholarship, where she was named Outstanding Dance Student of 2009. Her notable roles at GVSU include the soloist in George Balanchine's *La Source*, principal in *La Viviandère* and Pascal Rioult's *If By Chance*.

After graduating with a Bachelor of Arts in Dance from GVSU, Caitlin joined Ballet Tucson under the direction of Mary Beth Cabana as a trainee, rising to the rank of apprentice during her second season. While with Ballet Tucson she danced in works by artists including John Gardner, Amanda McKerrow, Chieko Imada, Mark Schneider and Jeffrey Graham Hughes. She has also performed professionally with Grand Rapids Dance Project.

Caitlin joined Missouri Contemporary Ballet in 2011 under the direction of Karen Mareck Grundy. Notable roles with MCB include Alice in *Alice's Adventures in Wonderland*, Stepsister in *Cinderella* and The Bride in *The Big Day*. She has also performed principal and soloist roles in works by artists including Karen Mareck Grundy, Shannon Lee West, Thang Dao, Autumn Eckman, Penny Saunders, John Mark Owen, Christian Denice, Lindsey Matheis, Fernando Rodriguez and Kameron Saunders. Caitlin retired from the stage in June 2018 after dancing for seven seasons with Missouri Contemporary Ballet. Upon her retirement, she was named Associate Executive Director of Missouri Contemporary Ballet.

Beyond the stage, Caitlin taught at the School of Missouri Contemporary Ballet since its inception in 2011 and was named School Director in 2014. As School Director, Caitlin founded the Missouri Contemporary Ballet Youth Ensemble, aimed at giving advanced students professional performance opportunities to further prepare them for a future career in dance. She also served as a lead instructor for the School of MCB's adaptive dance program.

In 2017, Caitlin earned her Graduate Certificate in Nonprofit Management from the University of Missouri. She completed the Adaptive Dance Training Program through Boston Ballet in 2018.

Michael Vernon, *Professor of Ballet at Indiana University Jacobs School of Music & Guest Cinderella Coach*

Professor Michael Vernon started dancing at the Nesta Brooking School of Ballet in London before studying at the Royal Ballet School in London with such legendary teachers as Dame Ninette de Valois and Leonide Massine. He performed with the Royal Ballet, the Royal Opera Ballet, and the London Festival Ballet before moving to New York in 1976 to join the Eglevsky Ballet as a ballet master and resident choreographer. He retained these positions under the directorship of the famed Edward Villella, and himself became artistic director of the Long Island-based company in 1989. He remained in that position until 1996.

Vernon choreographed numerous ballets for the Eglevsky Ballet. In addition to ballets for many professional companies in the United States and Worldwide, such as BalletMet of Columbia, Ohio and North Carolina Dance Theatre. Mikhail Baryshnikov commissioned him to choreograph the highly successful pas de deux *In a Country Garden* for American Ballet Theatre (ABT). His solo *S'Wonderful* was danced by ABT principal Cynthia harvey in the presence of President and Mrs. Reagan and shown nationwide on CBS television. He also served as assistant choreographer on Ken Russell's movie *Valentino*, starring Rudolph Nureyev and Leslie Caron.

Vernon has taught at Steps on Broadway (New York City) since 1980, working with dancers from New York City Ballet, ABT, and many other high-profile companies. He is an integral part of the Manhattan Dance Project, which brings New York-style master classes to all regions of the United States. He has been involved with the Ballet Program of the Chautauqua Institute since 19996 and is Artistic Director for the Ballet School of Stamford (Conn). In addition, he is a permanent guest teacher at the Manhattan Youth Ballet and has had a long association with Ballet Hawaii. He taught for the Alvin Ailey American Dance Theatre and its school for 18 years.

Vernon has been company teacher for American Ballet Theatre, Dance Theatre of Harlem, the Metropolitan Opera Ballet, and the Alvin Ailey American Dance Theater. He has guest taught in companies all over the world, including the West Australian Ballet, the National Ballet of China, the Hong Kong Ballet, The Birmingham Royal Ballet, Berlin Ballet, the Royal Swedish Ballet, and the Norwegian Ballet. He has been a guest teacher for the Juilliard School and the Joffrey School, and recently joined the panel of judges for the Youth America Grand Prix regional semi-finals.

Since being appointed Chair of the Ballet Department at the Jacobs School of Music, Vernon has choreographed *Cathedral* (2006), *Endless Night* (2009), *Jeux* (2010), and the ever popular seasonal ballet *The Nutcracker.* He has staged and provided additional choreography for the full-length classics *Swan Lake* (with American ballerina Cynthia Gregory) and *The Sleeping Beauty*. He re-choreographed *Spectre de la Rose* (the ballet that made Nijinsky famous) for New York City Ballet Principal Daniel Ulbricht.

Costume Samples

The Sleeping Beauty 2019

Designed and constructed by Mandy Polster, *Cinderella* Costume Designer

Central Indiana Dance Ensemble, Inc.
2019 - 2020 Budget
July 2019 - June 2020

		Total
Income		
Direct Public Donations		
Contributions Received		30,000
Governmental Grants		22,500
Total Direct Public Donations	$	52,500
Total Program Income	$	48,200
Special Events		
Ticket Sales		93,700
Total Other Event Revenue	$	24,900
Total Special Events	$	118,600
Total Fundraising Events & Programs	$	25,000
Other Income		9,500
Total Income	**$**	**253,800**
Expenses		
Professional Services		
Total Artistic Professionals	$	72,600
Total Other Professional fees	$	11,700
Total Professional Services	$	84,300
Managerial / administration		6,200
Fundraising Expenses		15,000
Operations		
Total Facilities Rental	$	33,300
Other Operating Expenses		9,000
Total Non-Capitalized Costume Expense	$	5,000
Advertising		8,500
Printing and Publications		500
Total Travel	$	500
MSRBA/Festival		2,500
Total Operations	$	59,300
Charitable Cont. & Scholarships		5,000
Program/Show expenses		19,500
Backstage workers		2,200
Hired Performers		10,800
Scenery		6,500
Other Show Expenses		10,300
Theatre Rental		22,300
Lighting For Productions		20,600
Total Other Program/Show Expenses	$	2,200
Videos and taping		3,500
Total Program/Show expenses	$	97,900
Total Expenses	$	267,700
Net Operating Income	$	-13,900
Net Income	$	-13,900

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

CENTRAL INDIANA DANCE ENSEMBLE, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, August 29, 2000.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 29, 2000.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

2000083000396 / 2000083048950

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 3 1 2005

CENTRAL INDIANA DANCE ENSEMBLE INC
1142 LINDEN LN
CARMEL, IN 46033-9486

Employer Identification Number:
35-2119055
DLN:
17053218732035
Contact Person:
THOMAS C KOESTER ID# 31116
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
509(a)(2)

Dear Applicant:

Our letter dated January 2001, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Tamara E. Hall, an authorized representative of Central Indiana Dance Ensemble ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the ~~calendar~~ Fiscal year ending 2019 totaled $ 203,276.

Signature
Printed Name Tamara Hall

Subscribed and sworn to before me, the undersigned Notary Public, this 20th day of November, 2019.

NOTARY PUBLIC SEAL STATE OF INDIANA
Jennifer Wack
Notary Public - State of Indiana
Commission Number: 0703342
My Commission Expires: 7/28/2025

[SEAL]

Signature - Notary Public

Printed Name Jennifer Wack

Resident of Boone County, Indiana

My Commission Expires: 7/28/2025

Central Indiana Dance Ensemble, Inc.
Balance Sheet
As of June 30, 2019

	As of June 30, 2019	As of June 30, 2018
ASSETS		
Current Assets		
Bank Accounts		
Total Bank Accounts	$ 151,718	$ 162,117
Accounts Receivable		
11200 Pledges Receivable	1,817	15,000
Total Accounts Receivable	$ 1,817	$ 15,000
Other Current Assets		
12500 Prepaid Expenses	2,950	0
13000 Gift Shop Inventory	1,563	1,282
Total Other Current Assets	$ 4,513	$ 1,282
Total Current Assets	$ 158,048	$ 178,399
Fixed Assets		
15000 Furniture and Equipment	$ 4,529	$ 4,529
15200 Costumes	64,509	63,386
16000 Accumulated Depreciation	-62,535	-59,164
Total Fixed Assets	$ 6,503	$ 8,751
TOTAL ASSETS	$ 164,551	$ 187,150
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Credit Cards		
Total 21000 NBI Credit Card	$ 7,987	$ 1,608
Total Credit Cards	$ 7,987	$ 1,608
Other Current Liabilities		
23000 Unearned Revenue		
23300 Company Fees prepayments	$ 20,518	$ 19,428
23400 Unearned Grant Funds	15,000	0
Total 23000 Unearned Revenue	$ 35,518	$ 19,428
Total Other Current Liabilities	$ 35,518	$ 19,428
Total Current Liabilities	$ 43,505	$ 21,036
Total Liabilities	$ 43,505	$ 21,036
Equity		
30000 Opening Bal Equity	108,506	108,506
32000 Unrestricted Net Assets	44,599	7,870
33000 Friend Restricted Net Assets	13,009	9,694
Net Income	-45,068	40,043
Total Equity	$ 121,046	$ 166,113
TOTAL LIABILITIES AND EQUITY	$ 164,551	$ 187,150

Central Indiana Dance Ensemble, Inc.
Profit and Loss
July 2018 - June 2019

	July 2018 - Jun 2019	July 2017 - Jun 2018
Income		
40000 Direct Public Donations		
Contributions Received	$ 15,313	$ 33,274
40201 Gifts in Kind - Goods	4,563	980
40610 Governmental Grants	9,107	22,270
Total 40000 Direct Public Donations	$ 28,983	$ 56,524
42000 Program Income		
42100 Company Fees	$ 37,198	$ 37,575
42400 Summer Intensive Fees	22,679	29,104
42901 Write-offs/uncollectable		-15
Total 42000 Program Income	$ 59,877	$ 66,664
42300 Special Events		
42310 Ticket Sales	81,745	101,241
42350 Other Event Revenue	21,602	28,201
Total 42300 Special Events	$ 103,347	$ 129,442
43000 Fundraising Events & Programs	$ 23,131	$ 20,186
46000 Other Income	$ 3,028	$ 4,725
48000 Investment Income	$ 935	$ 278
Income	$ 219,300	$ 277,817
Expenses		
62100 Professional Services		
62110 Artistic Professionals	$ 82,489	$ 85,546
62115 Other Professional fees	15,750	3,815
Total 62100 Professional Services	$ 98,239	$ 89,360
83000 Managerial / administration	$ 7,938	$ 7,371
64100 Fundraising Expenses	$ 18,024	$ 16,798
65000 Operations		
60925 Membership Dues	$ 900	$ 0
82800 Facilities Rental	28,436	28,205
82810 Equipent Depreciation	48	111
65001 Other Operating Expenses	1,755	1,544
65010 Costume Expense	3,068	3,310
65011 Deprec Expense - Costumes	3,323	3,917
65020 Advertising	10,759	8,787
65030 Printing and Publications	1,349	17
66300 Friends of CIDE expenses	214	2,400
68300 Travel	3,069	1,177
68315 MSRBA/Festival	4,408	5,984
Total 85000 Operations	$ 57,327	$ 55,451
65070 Charitable Cont. & Scholarships	$ 11,324	$ 7,271
67000 Program/Show expenses		
67202 Backstage workers	$ 2,160	$ 1,840
67203 Hired Performers	9,300	9,725
67218 Scenery	5,902	8,513
67310 Theatre Rental	18,470	16,551
67311 Lighting For Productions	19,025	25,900
87312 Other Program/Show Expensos	15,779	11,389
67848 Videos and taping	2,881	3,584
67000 Program/Show expenses	$ 73,516	$ 77,502
Expenses	$ 264,368	$ 253,753
Net Operating Income	$ -45,068	$ 24,064
Other Income		
47000 Extraordinary Income		15,980
Other Income	$ 0	$ 15,980
Net Other Income	$ 0	$ 15,980
Net Income	$ -45,068	$ 40,043

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning Jul 1 , 2018, and ending Jun 30 , 2019

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization CENTRAL INDIANA DANCE ENSEMBLE

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) 4883 DEER RIDGE DR N | Room/suite

City or town, state or province, country, and ZIP or foreign postal code CARMEL, IN 46033

D Employer identification number 35-2119055

E Telephone number (317)844-7453

G Gross receipts $ 219,300.

F Name and address of principal officer: Pam, 4883 DEER RIDGE DR N, Carmel, IN 46032

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. (see instructions)

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ www.cidedance.org

H(c) Group exemption number ▶

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 2000 **M** State of legal domicile: IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: CIDE is committed to providing cultural and educational enrichment to the Central Indiana Community
CIDE will present dance performances and provide a vehicle for children to be trained in dance principles and give them the opportunity to perform

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	11
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	8
5	Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	0
6	Total number of volunteers (estimate if necessary)	6	50
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 38	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	56,524.	29,643.
	9	Program service revenue (Part VIII, line 2g)	222,915.	163,224.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	276.	935.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	13,248.	9,474.
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	292,963.	203,276.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0.	11,324.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	7,996.	
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	38,280.	64,959.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 6,568.		
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	206,643.	172,061.
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	252,919.	248,344.
	19	Revenue less expenses. Subtract line 18 from line 12	40,044.	-45,068.
			Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	187,150.	164,551.
	21	Total liabilities (Part X, line 26)	21,036.	43,505.
	22	Net assets or fund balances. Subtract line 21 from line 20	166,114.	121,046.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date 08/25/2019

▶ Pam Retzlaff, President
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☒ if self-employed	PTIN
Tamara E Hall	Tamara E Hall	11/17/2019		P00187577

Firm's name ▶ TAMARA E HALL CPA — Firm's EIN ▶ 82-3141705

Firm's address ▶ 1514 PRESTWICK CIRCLE , CARMEL , IN 46032 — Phone no. (317)371-8062

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

DO NOT FILE

CENTRAL INDIANA DANCE ENSEMBLE

BOARD OF DIRECTORS

Executive Board

Suzann DeLay - Artistic Director
Pamela Retzlaff - President
Linda Gehr - Vice President
Ashley Jacobs - Secretary
Tamara Hall - Executive Treasurer
Kristan Linton - Treasurer

Board Members

Victoria Burdick
Erica McNary
Jeffrey Sankey
Caitlin Sloan
Dawn Stapert

Advisory Board

Thomas Blackwell
Barbara Crockett
Richard Rein

Exhibit "G"

In 2018, Central Indiana Dance Ensemble (CIDE) applied for a City of Carmel Arts Grant in the amount of $48,900 in order to commission and present a brand new storybook ballet on the stage of the Booth Tarkington Civic Theater at the Center for the Performing Arts in honor of our 20th anniversary. We were awarded a grant in the amount of **$15,000** toward this project from the City of Carmel.

With the assistance of this generous grant, CIDE will bring to the stage the Indiana premiere of Jill Eathorne-Bahr's *The Wizard of Oz* on May 16, 2020. Jill will travel to Carmel, IN in March 2020 to audition dancers and stage her full-length work on the dancers of CIDE. Jill Eathorne Bahr is CEO of Coastal Ballet USA, a pre-professional Ballet and Academic Institution that offers a unique custom fit education for ballet dancers beginning in the 5th grade. She is a Senior Faculty Member and Choreographer for the Charleston Ballet Center for Dance, (Don & Patricia Cantwell – Directors). Her awards include two National Endowment, (NEA) Fellowships, four Monticello Fellowships, William Habich Choreography Award, two South Carolina Arts Fellowships, and two Astral Choreography Awards. Her choreography can be found in the repertoires of Atlanta Ballet, Boston Ballet, Dayton Contemporary Dance Company, Ballet Eddy Toussaint, Eugene Ballet, Indianapolis Ballet Theatre, Nevada Dance Theatre, North Carolina Dance Theatre, Ballet Michigan, State of Alabama Ballet, Ballet Omaha, Joffrey II Dancers, Central Indiana Dance Ensemble, Heartland Youth Ballet, New American Youth Ballet and the Fort Wayne Ballet. Jill has served on the National Endowment for the Arts Dance Panel and served as an Adjudicator with College Dance Festivals. She is a robust devotee of Regional Dance America, having adjudicated all five regions, and served as National Adjudicator. CIDE has contracted an expense of **$6,680** with Jill Eathorne-Bahr for the rights to the production and music as well as for Jill's work staging the choreography on our dancers.

We will be using our longtime production partner Majestic Productions based in Summitsville, IN to provide lighting for the ballet at a cost of **$8,000.** We will be renting the original *Wizard of Oz* costumes from the Charleston Ballet Center for Dance at a cost of **$3,100**. Backdrops will be rented from Theatre World Backdrops in Oldsmar, FL at a cost of **$2,386.97**.

We have contracted **$1,500** with Senior Francis Mihm from Butler Ballet's Dance Department to perform the role of *Scarecrow*. Butler University is one of the top three dance schools in the nation and guest performers from their department elevate our production to a new level of professionalism. Francis has previously appeared on the CIDE stage in *The Nutcracker* and *The Sleeping Beauty* and we are thrilled to work with him for his final performance before receiving his Bachelor of Arts in Dance from Butler University.

The cost designated for theatre rental at the Booth Tarkington Civic Theatre at the Center for the Performing Arts, of which CIDE is a resident company, is **$5,544.75.** This cost includes box office services, production services and a house manager for our production.

To date, we have allocated **$27,211.72** toward our premiere production of *The Wizard of Oz*. This does not include costs we have yet to incur including programs, ticketing expenses, backstage workers and advertising.

Central Indiana Dance Ensemble
20th Annivsary Ballet
THE WIZARD OF OZ
Saturday, May 16, 20

	Amount Requested	Amount Spent or Contracted
Choreography and Music	$ 10,000.00	
Signed contract for $6500 for production		$ 6,500.00
$45/per diem for Chorographer travel for production (4 days)		$ 180.00
Lighting for ballet	$ 6,500.00	
Signed contract with Majestic Productions		$ 8,000.00
Costumes for ballet	$ 5,000.00	$ 3,100.00
Backdrops for ballet	$ 3,700.00	$ 2,386.97
Hired Performers for ballet	$ 4,500.00	
Contracted Dancers		$ 1,500.00
Theatre Rental for ballet	$ 10,000.00	
Contract with The Center for Performing Arts, 2020. Costs include Box office, Production, and House Manager		$ 5,544.75
Programs for ballet	$ 550.00	
Ticketing Expense	$ 4,500.00	
Backstage workers	$ 550.00	
Advertising	$ 3,600.00	
Total	**$ 48,900.00**	**$ 27,211.72**

RESOLUTION NO. BPW 01-22-20-12

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and CYT (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Laura Baltz, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 2,500.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Christian Youth Theatre **("Grantee")**

By: _____ (Signature)

Printed Name of Officer: _Laura Baltz Title: Executive Director

Date: 11-21-19

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: CYT
Address: 1950 Greyhound Pass, Ste. 18, Carmel IN 46033
Telephone: 317-721-2497 Fax: _____
Contact Person: Laura Baltz, Executive Director
Email: lbaltz@cytindy.org

APPLICATION AMOUNT: $3,000.00

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:
CYT is requesting $3,000 in funding to increase the depth of our reach in Carmel, Indiana, which is a priority for our Board of Directors. These objectives include:

- Adding two additional plays per year, performed in Carmel, for our younger students. Numbers of CYT students between the ages of 8 and 10 are growing rapidly, and we'd like to better serve them by offering performance opportunities geared toward these younger students. Royalty cost is $1,500.

- Adding an additional play per year, performed in Carmel, for our older students. Although our older students are wonderful role models for their younger counterparts, they long for an experience for themselves. We would like to add an additional play targeting students over the age of 13, allowing them to spread their wings and take on some more mature and challenging topics. Royalty cost is $1,500.

This funding would allow CYT to greatly increase its impact and would make such a difference to our students, families, and staff.

By: _____
Printed Name of Officer: Laura Baltz
Title: Executive Director
Date: 11-21-19

(Additional pages may be added to Exhibit "A")

EXHIBIT A

CYT

"My granddaughter was skipping classes, physically harming herself, and talking about ending her life after her parents' divorce. I didn't know what to do. We tried CYT and she was welcomed with open arms. She became more confident and her grades went up almost automatically. CYT might literally have been a lifesaver for her." –Eloise T, CYT Grandparent

"CYT has given my daughter an extended family, a place to be herself and a love of performing arts. She discovered other kids who she could relate to when she was struggling to relate to her classmates. This was invaluable to her self-esteem. I am forever grateful for the gifts of friendships and love of the performing arts that CYT has given to my daughter." Ann S., Carmel.

CYT gives back to our community and builds leaders.

CYT expects each student to give back to our community. Each project encourages our kids to use their talents to bring joy to others. Over the past few years, our casts have given coats to those in need and volunteered on site at a local Carmel Coats for Kids event; they've sang for Riley Kids; they've collected swimsuits and summer play items for local at-risk youth; they've planted a garden and donated the fresh fruits and vegetables to a Carmel food pantry; and they can't WAIT to sing at Carmel's Christkindlmarkt. They all had such a great time over the past two years, and loved ice skating after their performance!

"Thank you for coming to sing for our patients today. We'll broadcast your performance for the next three months to students in all our Riley Hospitals. The energy and kindness your students showed warmed our hearts." -Amanda R, Riley Employee

CYT donates tickets to every nonprofit organization who makes a request. Last year, we donated more than 150 tickets to our shows, all of which benefited local silent auctions/fundraisers.

CYT visits Carmel's nursing homes and senior centers to perform for the residents. *"It's so great to see our clients dancing and snapping their fingers. And your kids were so kind and took the time to talk to them and let them take photos. It made their day!"* - Regina K., Bickford of Carmel

Many of these projects are led by our HYPE (High School Youth Pursuing Excellence) Team. This group, made up of our oldest kids, is trained to plan and execute our charitable endeavors, recognize and react when one of our kids might need some special attention or a shoulder to lean on, and build teams that encourage positivity, collaboration and equality. These high school students also plan and run our warm up

circles prior to rehearsals and performances, gaining invaluable leadership qualities that carry them into the future. *"My son isn't active in sports or a lot of high school activities. I was so thankful that he had CYT and his HYPE experience for his college applications. You've allowed him to be so much more well-rounded."* –Robyn Y, CYT Parent

CYT loves Carmel Clay Schools

Since the majority of our kids attend Carmel Clay Schools, we are proud to offer a school performance of our Fringe show to these local schools, free of charge. *"Many of my students have never seen a live musical such as this. It opened their eyes to the world of performance art. Thank you."* -Mrs. Robertson, Carmel Clay Schools

Funding is crucial to our mission

CYT loves Carmel and Hamilton County. Running a theater in this area eliminates us from many of the Indianapolis based funding opportunities. When we weigh making the move, however, we always feel as though our partnerships in this community far outweigh any monetary gain that might come our way if we moved to Indianapolis.

We diligently work to keep our costs down—We're proud of and thankful for more than a dozen Carmel partnerships (including Mathnasium of Carmel, A List Dance Studio, Carmel High School, and Gregory Hancock Dance Studios) which give us free rehearsal and performance space.

In addition, we partner with other local theaters to trade many of our costumes, set pieces, and props.

Our funding currently includes several local corporations who kindly serve as season sponsors, paid advertising in our 15+ page show programs, and additional support from our families and alumni. One hundred percent of our Board of Directors give financially in addition to donating hours of their time to our mission.

Even with this overwhelming community support, royalties, salaries for teachers, directors and staff, props, costumes and set supplies increase each year. With another anticipated increase in students and the rise in supply costs, we anticipate next season's costs to rise more than 20%. But we need expand our services.

Our enrollment has grown more than 70% in the past three years. One of our youngest age groups, the 8 – 10 year olds, is growing most rapidly. **We are requesting funding to add a play targeted at this younger demographic, performed in Carmel.**

Our teens are most at risk for feeling like they don't have a place to belong. They are wonderful mentors to our younger students, but they have told us they want something of their own. **We are also requesting funding to add a play targeted to our teens, performed in Carmel.**

As the largest children's theater in the State of Indiana, we are honored to call the City of Carmel our home. Your funding would be invaluable to not only the continuance of our programming, but to CYT's growth and impact on our community. Thank you for your consideration.

	2018	
	Fall Classes	
Budget Variables		
Tuition	19,998	Number of students: 99 members x $195, 7 youngest x $99
Scholarship	1,500	
Gross Class Fees	**21,498**	
Expenses		
Teachers	1,300	
Intensive Teachers		
Assistants		
Class Materials	50	
Facility	50	
Copies	50	
Scholarships	1,500	
Background Checks	125	
Total Expenses	**3,075**	
Net Revenue	**$ 18,423.00**	

	2019	
	Winter Classes	
Budget Variables		
Tuition	24,678	110 x $195 = $25,350, 7 littles @ $99 = 693
Scholarship	1,500	
Gross Class Fees	**26,178**	
Expenses		
Teachers	1,500	
Intensive Teachers		
Assistants		
Class Materials	50	
Facility	50	
Copies	50	
Scholarships	1,500	
Background Checks	100	
Total Expenses	**3,250**	
Net Revenue	$ 22,928.00	

	2020	
	Spring Classes	
Budget Variables		Tuition:
Tuition:	26,043.00	130 students @ $195 = $25350 + 7 students @ $99 = 693
Scholarships	1,500.00	
Gross Class Fees	**27,543.00**	
Expenses		
Teachers	1,500.00	
Intensive Teachers		
Assistants		
Class Materials	50.00	
Facility	50.00	
Copies	50.00	
Scholarships	1,500.00	
Background Checks	100.00	
TOTAL EXPENSES	**3,250.00**	
Net Revenue	**$ 24,293.00**	

Asst. Dir.		450.00		
stage Manager		300.00		
Director		1,000.00		
Lighting Designer		150.00		
Music Dir.		750.00		
Music		-		
Set Builder		300.00		
Set Designer		100.00		
Sound Engineer		150.00		
Costumer		250.00		
Flying or puppets				
House		100.00		
Props		125.00		
Scout Patches		300.00		
Tech & Show Expense (mics/batts/tape)		200.00		
Ticket Fee Charge (2.8%)		588.00		
Parent Order Form				
Makeup-Kits $8.28/person		604.44		
Video Dvd's		575.00		
Photo Website		-		
ShowBooks ($12.50/student		912.50		
Dog Tags $2.63/student		191.99		
Congrat Cups ($2.81/student)		205.13		
Stargrams ($.50/student)		36.50		
Cast Party (9.37/student)		684.01		
TOTAL EXPENSES		**28,574.72**		
Contingency 5% of total expenses		1,428.74		
TOTAL WITH CONTINENCY		**30,003.46**		
NET REVENUE		**11,542.04**		

	FALL SHOW- LION KING			
Budget Variables				
Number of Actors		73		
Ticket Sales		$21,000	1750	tickets
TOTAL TICKET SALES		$21,000		
Production Revenues				
Ticket Sales (from above)		21,000.00		
Production Fees		9,585.00		
Merchandise: Gift Shop/Souvinier Sales (~$1.25/ticket)		2,187.50		
Concessions		500.00	Marian gives us 50% of ticket sales	
Parent Order Form (Average $95/student, assu		7,373.00		
Volunteer Opt Fee		800.00		
Fundraising				
Program Advertising Space		100.00		
TOTAL REVENUE		**41,545.50**		
Production Expenses				
Theater Rental		6,650.00		
Rehearsal Facility		750.00		
Sets		1,200.00		
Costume ($13/student)		949.00		
Makeup - Show ($2.05/student)		149.65		
Moving Truck		200.00		
Royalties		3,415.00		
Graphic Designer		550.00		
Program Printing		1,400.00		
Advertising/Promotional		200.00		
Copies ($8.50/student)		620.50		
Meals - Students ($27.50/student)		2,007.50		
Meals - Directors & Staff (10 meals x 6 days x $		300.00		
Historian		125.00		
Merchandise ($10.50/student)		766.50		
Show Shirts (Cast + 18 @ $9)		819.00		
Choreographer		500.00		

Director		1,000.00	
Lighting Designer		150.00	
Music Dir.		750.00	
Music		1,000.00	
Set Builder		200.00	
Set Designer			
Sound Engineer		150.00	
Costumer		250.00	
Flying or puppets		3,700.00	
House		100.00	
Props		125.00	
Scout Patches		300.00	
Tech & Show Expense (mics/batts/tape)		200.00	
Ticket Fee Charge (2.8%)		720.05	
Parent Order Form			
Makeup-Kits $8.28/person		662.40	
Video Dvd's		575.00	
Photo Website		30.00	
ShowBooks ($12.50/student		1,000.00	
Dog Tags $2.63/student		210.40	
Congrat Cups ($2.81/student)		224.80	
Stargrams ($.50/student)		40.00	
Cast Party (9.37/student)		749.60	
TOTAL EXPENSES		**40,068.25**	
Contingency 5% of total expenses		2,003.41	
TOTAL WITH CONTINENCY		**42,071.66**	
NET REVENUE		**5,853.09**	

	WINTER SHOW--PETER PAN		
Budget Variables		**Original**	
Number of Actors		80	
Ticket Sales		$25,716	2143
			tickets
TOTAL TICKET SALES		$25,716	
Production Revenues			
Ticket Sales (from above)		25,716.00	
Production Fees		10,530.00	
Merchandise: Gift Shop/Souvinier Sales (~$1.25/ticket)		2,678.75	
Concessions		500.00	Marian gives us 50% of sales
Parent Order Form (Average $95/student, assuming 6		7,600.00	
Volunteer Opt Fee		800.00	
Fundraising			
Program Advertising Space		100.00	
Corporate Sponsorships			
TOTAL REVENUE		**47,924.75**	
Production Expenses			
Theater Rental		7,250.00	
Rehearsal Facility		750.00	
Sets		5,000.00	
Costume ($13/student)		1,040.00	
Makeup - Show ($2.05/student)		164.00	
Moving Truck		200.00	
Postage for Script Return		100.00	
Royalties		5,000.00	
Graphic Designer		550.00	
Program Printing		1,400.00	
Advertising/Promotional		200.00	
Copies ($8.50/student)		680.00	
Meals - Students ($27.50/student)		2,200.00	
Meals - Directors & Staff (10 meals x 6 days x $5)		300.00	
Historian		125.00	
Merchandise ($10.50/student)		840.00	
Show Shirts (Cast + 18 @ $9)		882.00	
Choreographer		500.00	
Asst. Dir.		450.00	
Stage manager		300.00	

Show Shirts (Cast + 18 @ $9)		432.00		
Choreographer		-		
Asst. Dir./Stage Manager		-		
Director		800.00		
Lighting Designer		150.00		
Music Dir.		-		
Moving Truck		200.00		
Pit		-		
Set Builder		200.00		
Set Designer		-		
Sound Engineer		150.00		
Costumer		150.00		
Stage manager		-		
Flying or puppets		-		
House		50.00		
Props		50.00		
Scout Patches ($2.00/ea)		100.00		
Tech & Show Expense (mics/batts/tape)		50.00		
Ticket Fee Charge (2.8%)		181.44		
Parent Order Form				
Makeup-Kits $8.28/person		248.40		
Video Dvd's		600.00		
Photo Website				
ShowBooks ($12.50/student		375.00		
Dog Tags $2.63/student		78.90		
Congrat Cups ($2.81/student)		84.30		
Stargrams ($.50/student)		15.00		
Cast Party (9.37/student)		281.10		
TOTAL EXPENSES		**11,398.64**		
Contingency 5% of total expenses		569.93		
TOTAL WITH CONTINENCY		**11,968.57**		
NET REVENUE		**676.43**		

	I HATE SHAKESPEARE			
Budget Variables				
Number of Actors		30		
Ticket Sales		$6,480	540	tickets
Non Profits (Scouts etc)		0		
TOTAL TICKET SALES		$6,480		
Production Revenues				
Ticket Sales (from above)		6,480.00		
Production Fees		4,050.00		
Merchandise: Gift Shop/Souvinier Sales (~$1.25/ticket)		675.00		
Concessions (~$1.5/ticket)		-	No concessions at The CAT	
Parent Order Form (Average $48/studer		1,440.00		
Fundraising				
Program Advertising Space		-		
TOTAL REVENUE		**12,645.00**		
Production Expenses				
Theater Rental		2,808.00		
Sets ($11.60/student)		348.00		
Costume ($11/student)		330.00	Budgeted lower	
Makeup - Show ($2.05/student)		61.50		
Royalties		640.00		
Graphic Designer		550.00		
Program Printing		975.00		
Advertising/Promotional		150.00		
Music		-		
Concessions		-		
Copies		350.00		
Meals - Students ($10/student)		300.00		
Meals - Directors & Staff (10 meals x 6 d		300.00		
Historian		75.00		
Merchandise ($10.50/student)		315.00		

Choreographer		800.00	
Asst. Dir.		400.00	
Stage manager		300.00	
Director		1,200.00	
Lighting Designer		150.00	
Music Dir.		750.00	
Set Builder		400.00	
Set Designer		150.00	
Sound Engineer		150.00	
Costumer		250.00	
House		100.00	
Props		125.00	
Scout Patches		300.00	
Tech & Show Expense (mics/batts/tape)		200.00	
Ticket Fee Charge (2.8%)		720.05	
Parent Order Form			
Makeup-Kits $8.28/person		745.20	
Video Dvd's		575.00	
Photo Website			
ShowBooks ($12.50/student		1,125.00	
Dog Tags $2.63/student		236.70	
Congrat Cups ($2.81/student)		252.90	
Stargrams ($.50/student)		45.00	
Cast Party (9.37/student)		843.30	
TOTAL EXPENSES		**33,879.65**	
Contingency 5% of total expenses		1,693.98	
TOTAL WITH CONTINENCY		**35,573.63**	
NET REVENUE		**14,651.12**	

	SPRING SHOW-ANNIE		
Budget Variables			
Number of Actors		90	
Ticket Sales		$25,716	2143
Non Profits (Scouts etc)			tickets
TOTAL TICKET SALES		$25,716	
Production Revenues			
Ticket Sales (from above)		25,716.00	
Production Fees		11,880.00	
Merchandise: Gift Shop/Souvinier Sales (~$1.25/ticket)		2,678.75	
Concessions (~$1.5/ticket)		500.00	Marian gives us 50% of concession sales
Parent Order Form (Average $95/student, assumin		8,550.00	
Volunteer Opt Fee		800.00	
Fundraising			
Program Advertising Space		100.00	
Corporate Sponsorships			
TOTAL REVENUE		**50,224.75**	
Production Expenses			
Theater Rental		7,250.00	
Rehearsal Facility		750.00	
Sets		1,200.00	
Costume ($13/student)		1,170.00	
Makeup - Show ($2.05/student)		184.50	
Royalties		4,475.00	
Graphic Designer		550.00	
Program Printing		1,400.00	
Advertising/Promotional		200.00	
Music		1,000.00	
Moving Truck		200.00	
Postage for Script Return		100.00	
Concessions		-	
Copies ($8.50/student)		765.00	
Meals - Students ($27.50/student)		2,475.00	
Meals - Directors & Staff (10 meals x 6 days x $5)		300.00	
Historian		125.00	
Merchandise ($10.50/student)		945.00	
Show Shirts (Cast + 18 @ $9)		972.00	

	FRINGE SHOW--SCHOOLHOUSE ROCK, FRINGE EDITION!				
Budget Variables					
Number of Actors		8			
Ticket Sales		$1,000			
TOTAL TICKET SALES		$1,000			
Production Revenues					
Ticket Sales (from abov		1,000.00			
Production Fees		400.00			
AL REVENUE		**1,400.00**			
Production Expenses					
Set		200.00			
Costumes		200.00			
Royalties		1,465.00			
Program Printing		300.00			
Advertising/Promotional		250.00			
Copies ($6.82/student)		54.56			
Show Shirts		200.00			
Choreographer		500.00			
Stage manager		400.00			
Director		1,000.00			
Music Dir.		750.00			
Set Builder		400.00			
Props Master		75.00			
Costumer		100.00			
Props		70.00			
Video Dvd's		300.00			
TOTAL EXPENSES		**6,264.56**			
Contingency	5% of total e	313.23			
TOTAL WITH CONTINENCY		**6,577.79**			
NET REVENUE		**(5,177.79)**			

	Budget Variables	2019			
	Students at $99.50 (second week half of	696.5	7	students	
	Students @ $139 (half day)	8618	62	students	
	Students @ $199	34427	173	students	
	Students @ 249 (Musical in a week)	8466	34	students	
422	**Gross Camp Fees**	$52,208	276	students total	
	Expenses				
551	Teachers	17710			
506	Payroll Taxes - FICA (6.2%)	1098.02			
506	Payroll - Workers Comp Ins. (est. 1%)	177.1			
553	Facility	500			
554	Camp Marketing	1200			
555	Camp T-Shirts	2037			
558	Camp Concessions	890			
559	Game/Art/show Supplies	1995			
563	Copies	712			
	TOTAL EXPENSES	**26319.12**			
	Net Revenue	$25,888			

Fundraising NET Totals (Each fundraising project should have an individual budget made up by the committee)	
Sponsorships	$ 5,000.00
Carmel Arts Grant	$ 2,500.00
Dinner Rolls	$ 1,000.00
Car Wash	
Giving Tuesday	$ 2,000.00
Melaleuca	$ 100.00
Individual Donations	$ 8,500.00
Easter Campaign	$ 1,500.00
Amazon Smile	$ 200.00
Costume Rentals	$ 100.00
TOTAL FUNDRAISING	**$20,900.00**

603	Office Supplies	600	
608	Mailbox Rental	250	
609	Nametags, business cards	250	
604	Postage	300	
665	Storage/Warehouse	16800	
	Storage/Warehouse (transfer from Savings)	-16800	
667	Gas & Cellular	4200	
	Total Office Expenses	5600	
Equipment Expenses			
621	Equipment Purchases (under $1,500)	350	
	Total Equipment Expenses	350	
Franchise Fees			
641	Franchise fee	15600	
	Total Franchise Fees	15600	
Miscellaneous			
668	Entertainment	1500	
580	HYPE	250	
670	Community Building	600	
	Perusals	100	
	Total Miscellaneous	2450	
Professional Services			
652	Accounting (Quickbooks)	500	
	Authnet Gateway	350	
652	Payroll Contractor	2500	
	Total Professional Services	3350	
General and Administative			
663	Insurance	7000	
669	Misc.	0	
	Total General and Administrative	7000	
	Total Overhead Expenses	168,266.00	

	Overhead Budget		
Salaries and Related			
501	Salaries	102743	($32,743.00 for Amity, Lynn & Julie; $70,000 for Laura)
502	Contractor Wages	7500	**Includes $300 for warehouse movers
	ED Insurance	5652	
503	Payroll Taxes	8271.00	
	Total Salaries and Related	124166.00	
Travel and Training			
571	Education/Training	1000	
572	Travel - Transportion/Gas	2450	Expo $1750/NLC $400/Includes $150 for Uber/taxi for both
575	Travel - Lodging	4300	Expo $2500/NLC $1800
574	Travel - Meals	2000	Expo. $1200/NLC $800
	Total Travel & Training	9750	
General and Administrative (2017 General)			
516	Moving Truck	250	**For moving to warehouse
601	Rent	900	

Total Revenue

Item	Net Revenue
Lion King Jr -- Fall Musical	$ 11,542.04
Peter Pan -- Winter Musical	$ 5,853.09
IHS - Winter Play	$ 676.43
Annie -- Spring Musical	$ 14,651.12
SHR -- Fringe	$ (5,177.79)
Fall Classes	$ 18,423.00
Winter Classes	$ 22,928.00
Spring Classes	$ 24,293.00
Camps	$ 25,888.38
Fundraising	$ 20,900.00
Overhead	$ (168,266.00)
Total Net Revenue	$ (28,288.73)

Total Expenses

Item	Expense
Fall Classes	4000
Winter Classes	3650
Spring Classes	3000
Lion King Jr -- Fall Musi	30003.46
Peter Pan -- Winter Mu	42071.66
Winter Play	11968.57
Annie -- Spring Musical	35573.63
Fringe	6,577.79
Camps	19617
Overhead	168266
Total	**324728.11**

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

CHRISTIAN YOUTH THEATER OF INDIANAPOLIS INC.

I, Todd Rokita, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented confirms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, May 13, 2009.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 13, 2009

Todd Rokita

TODD ROKITA,
SECRETARY OF STATE

2009051300394 2009051308267

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 24 2009

CHRISTIAN YOUTH THEATER OF
INDIANAPOLIS INC
C/O LORI RIGDON
508 ZEPHYR WAY
WESTFIELD, IN 46074

Employer Identification Number:
27-0168087
DLN:
17053238310049
Contact Person:
PAULA HARRELL ID# 31608
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
May 13, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

CHRISTIAN YOUTH THEATER OF

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Laura Baltz, an authorized representative of CYT ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 80,938.32 .

Signature
Printed Name Laura Baltz

Subscribed and sworn to before me, the undersigned Notary Public, this 21 day of November, 2019.

Koula Lupear
Notary Public - State of Indiana
Commission Number: 0707293
My Commission Expires: 11/6/2025

[SEAL]

Signature - Notary Public
Printed Name Koula Lupear
Resident of Hamilton County, Indiana
My Commission Expires: November 6 2025

Christian Youth Theater, Indianapolis, Inc.

BALANCE SHEET

As of November 20, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
100 Checking	25,631.41
101 Savings	121,066.38
Total Bank Accounts	**$146,697.79**
Total Current Assets	**$146,697.79**
TOTAL ASSETS	**$146,697.79**
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	
Opening Balance Equity	32,815.88
Unrestricted (Retained Earnings)	115,282.53
Net Income	-1,400.62
Total Equity	**$146,697.79**
TOTAL LIABILITIES AND EQUITY	**$146,697.79**

Christian Youth Theater, Indianapolis, Inc.

PROFIT AND LOSS

January - December 2019

	TOTAL
Income	
400 - Performance Revenues	99.00
401 - Ticket Sales	71,611.22
402 - Production Fees	31,371.00
403 - Program Advertising Space	455.00
404 - Corporate Sponsorships	2,000.00
405 - Gift Shop / Souvenier Sales	18,061.31
406 - Scholarship Baskets	7,943.25
408 - Parent Order Form	30,120.00
409 Volunteer Opt Out Fee	4,785.00
Total 400 - Performance Revenues	**166,445.78**
420 - Tuition	
421 - Class Tuition	85,774.00
422 - Camp Tuition	52,618.50
423 CYT@School Classes	1,000.00
Total 420 - Tuition	**139,392.50**
430 - Donations (One-Time / Annual)	
431 - Corporate Donations	7,640.00
432 - Individual Donations	9,202.89
Total 430 - Donations (One-Time / Annual)	**16,842.89**
440 - Grants / Foundations	3,500.00
450 - Fundraising Revenue	
451 - Giving Tuesday	1,660.00
453 - Scrip	717.67
455 - Amazon Smile Fundraising	110.62
456 - Beef House Rolls	188.18
458 - Melaleuca	101.42
Total 450 - Fundraising Revenue	**2,777.89**
490 - Interest income	141.55
Total Income	**$329,100.61**
GROSS PROFIT	**$329,100.61**
Expenses	
500 - Salaries and Wages	
501 - Staff Salaries	64,060.80
502 - Contractor Wages	12,434.18
503 - Payroll Tax	20,522.75
504 - Employee Benefits (Gas & Cellular)	3,669.50
505 - Benefits/Insurance	5,181.00
Total 500 - Salaries and Wages	**105,868.23**
510 - Performance Expenses	
511 - Theater/Facility Rental	18,050.00
512 - Sets	5,451.59
513 - Costumes	4,731.41

	TOTAL
514 - Production Makeup	2,113.01
515 - Royalties	14,935.47
516 - Moving Truck	1,001.58
517 - Program Printing	5,270.38
518 - Advertising / Promotional	403.70
519 - Music	83.52
521 - Copies	2,226.96
522 - Meals	8,056.50
523 - Misc. Production Expenses	138.30
524 - Merchandise	9,020.13
525 - Show Shirts	4,543.00
527 - Tech & Show expense	1,151.13
528A - Choreographer	1,500.00
528B - Assistant Director	1,250.00
528C - Director	4,200.00
528E - Music Director	3,600.00
528G - Set Builder	1,445.78
528I - Sound Engineer	855.00
528K - Costumer	900.00
528L - Stage Manager	600.00
528M - Flying	3,700.00
529 - Cast Party	2,665.47
530 - Historian	-138.32
531 - House	174.74
532 - Props	450.51
533 - Scout Patches	728.48
534 - Parent Order Form	9,919.42
535 - Change	1,310.00
536 -- Postage to Return Script	15.40
Total 510 - Performance Expenses	**110,353.16**
540 - Class Session Expenses	
541 - Class Facility Costs	20.00
542 - Class Materials	119.72
543 - Copies for Classes	64.30
Total 540 - Class Session Expenses	**204.02**
550 - Camp Expenses	
551 - Teachers	14,386.49
552 - Facility	2,368.50
553 - Camp Marketing	1,949.10
554 - Camp T-Shirts	1,311.00
555 - Misc. Camp Expenses	339.27
557 - Camp Supplies	986.31
559 - Copies	523.09
Total 550 - Camp Expenses	**21,863.76**
570 - Travel and Training	
571 - Education / Training	847.00
572 - Travel (Transportation/Gas)	3,085.64
574 - Travel Meals	776.56
575 - Travel Lodging	2,197.16

	TOTAL
Total 570 - Travel and Training	**6,906.36**
580 - HYPE Expenses	75.00
600 - Office Expenses	
601 - Rent	868.55
602 - Office Supplies	1,037.57
603 - Postage	290.33
604 - Copies	-19.97
605 Advertising	345.06
606 - Miscellaneous / Dues	380.00
607 - Email Marketing	111.00
608 - Mailbox Rental	237.00
609 - Printing (Business Cards/Name Tags)	264.24
610 - Gas & Cellular	350.00
611 - Credit Card Processing - General	5,514.21
Total 600 - Office Expenses	**9,377.99**
630 - CYT Franchise Fees	11,406.35
650 - Professional Fees	2,000.00
652 - Payroll Contractor	2,284.39
653 - Marketing Designer	2,789.50
654 - Accounting (Quickbooks)	620.00
655 - Authnet Gateway	346.65
Total 650 - Professional Fees	**8,040.54**
660 - General & Administrative	
661 - Bank Fees	81.20
662 - Software Service Fees	563.00
663 - Background Checks	1,437.80
664 - Insurance	7,303.25
665 - Storage/Warehouse	7,698.03
667 - Perusals	25.00
668 - Entertainment/Business Meals	2,119.59
669 - Volunteer Appreciation	150.94
670 - Community Building	911.88
671 - Miscellaneous	22.00
672 -- Staff Appreciation	411.54
Total 660 - General & Administrative	**20,724.23**
680 - Fundraising Expenses	1,126.48
Bank Charges & Fees	210.90
Total Expenses	**$296,157.02**
NET OPERATING INCOME	**$32,943.59**
NET INCOME	**$32,943.59**

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning , 2018, and ending , 20

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: Christian Youth Theater of Indianapolis, Inc

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 1950 East Greyhound Pass — Room/suite: Suite 18

City or town, state or province, country, and ZIP or foreign postal code: Carmel, IN 46033

D Employer identification number: 27-0168087

E Telephone number: 317-721-2497

G Gross receipts $ 305,426

F Name and address of principal officer: Jamalyn Williamson, 5835 Muscadine Way, Zionsville, IN 46077

H(a) Is this a group return for subordinates? ☐ Yes ☑ No

H(b) Are all subordinates included? ☐ Yes ☐ No — If "No," attach a list. (see instructions)

I Tax-exempt status: ☑ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ www.cytindy.org

H(c) Group exemption number ▶

K Form of organization: ☑ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 2009

M State of legal domicile: IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: Christian Youth Theater of Indianapolis is a children's youth theater organization that provides performing arts instruction through class sessions, camps and multiple full-scaled musical theater performances.

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	7
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	7
5	Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	13
6	Total number of volunteers (estimate if necessary)	6	300
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, line 38	7b	0

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	4,056	13,484
	9	Program service revenue (Part VIII, line 2g)	269,732	285,655
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	24	97
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	11,89	4,909
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	275,001	304,145
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	145
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	137,755	103,564
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶		
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	118,610	135,891
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	256,365	239,600
	19	Revenue less expenses. Subtract line 18 from line 12	18,636	64,545

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	49,725	113,754
	21	Total liabilities (Part X, line 26)	0	0
	22	Net assets or fund balances. Subtract line 21 from line 20	49,725	113,754

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ — Firm's EIN ▶

Firm's address ▶ — Phone no.

May the IRS discuss this return with the preparer shown above? (see instructions) ☑ Yes ☐ No

CYT Board of Directors

Jamalyn Williamson
Board President
Founder, Zanmi Fondwa
Jpw675@gmail.com

Stefanie Patterson
Treasurer
Owner, The Salt Cave
Sapatter1@gmail.com

Alison Becker
Secretary
Manager--Regulatory Policy, NiSource
hjudy@ksmlocationadvisers.com

Members at Large:

Heather Judy
Director of Incentives Compliance, KSM Location Advisors
hjudy@dsmlocationadvisers.com

Leachia Kern
CPA
ldkern@sbcglobal.net

Eric Lohe
Lead Pastor, Crossroads Church
eric46032@indy.rr.com

Lyree Marcus
Associate Professor and Clinical Chair of Obstetrics and Gynecology, Marian University
lyree.marcus@gmail.com

Anne Martin
AGAC Nurse Practitioner, IUH Physicians
amartin2@indy.rr.com

YEAR END REPORT

CYT—Awarded $2,500 in 2019

CYT is so thankful for the funding received last year from the City of Carmel. The funds were used in the following ways:

1. Royalties for Free Carmel School Performances (3 shows): $1575

   We took *Schoolhouse Rock!* on the road! Our teens danced and sang about conjunctions, verbs, and adjectives to Carmel school children at no charge to our schools.

   "I couldn't believe my youngest, most rowdy kids sat still with their mouths open for 40 minutes while you all performed. What talented kids doing such wonderful things for our community!"

   -A. Barnes, Carmel Montessori School

2. CYT@School (After School Programming in Carmel): $800

   In addition, we expanded our CYT@Schools program, offering low cost after school arts programming to students in Carmel. Our cost is already a low $99 per student, but your gift allowed us to give ten scholarships to students who would otherwise not be able to afford this great theater immersion program. This year, we were able to try something new and produce an entire play with our school students. *Cinderella* will be performed this spring!

   "My son isn't involved in sports, so after school programming didn't really seem to be something in which he could participate. This has made all the difference to his school experience."

   -Sammie, of Mark, Age 10

3. Singing at Christkindlmarkt: $125

   Instructors of the arts are often required to donate their time in order to do what they love to do—teach students. It doesn't seem like much, but being able to give the gentleman a stipend to direct our kids at Christkindlmarkt meant the world to him. You're not only supporting kids, you're also supporting the adults that believe in them.

You've made such a difference to our 500+ families!

We love living and working in a city that values arts!

RESOLUTION NO. BPW 01-22-20-13

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Gregory Hancock Dance Theatre (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Denise Salamie, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 80,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status.** Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Gregory Hancock Dance Theatre **("Grantee")**

By: Denise Salamie (Signature)

Printed Name of Officer: Denise Salamie Title: Treasurer, Board of Directors

Date: 11/21/19

CITY OF CARMEL ("Grantor")

By: [signature]

James Brainard, Mayor

Date: 12-30-19

ATTEST:

Sharon Kibbe

Date: 12-31-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Gregory Hancock Dance Theatre
Address: 329 Gradle Drive
Carmel, IN 46032
Telephone: 317-650-7856 Fax: _____
Contact Person: Denise Salamie, Treasurer, GHDT Board of Directors
Email: dsalamie@gmail.com

APPLICATION AMOUNT: $ 85,000

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

By: Denise Salamie
Printed Name of Officer: Denise Salamie
Title: Treasurer, GHDT Board of Directors
Date: 11/21/19

(Additional pages may be added to Exhibit "A")

EXHIBIT A
DESCRIPTION OF THE PROPOSED USE OF FUNDS

Gregory Hancock Dance Theatre (GHDT) is a professional contemporary dance company that has employed company dancers in Carmel and Hamilton County since 1998. While GHDT has had the opportunities to tour and perform overseas, around the country, and throughout Indiana, Carmel officially became the company's home in the fall of 2009. After discussion with local city officials, plans developed to become the professional resident dance company at The Tarkington. GHDT established itself in Carmel with a new rehearsal space and Academy adjacent to The Center for the Performing Arts. GHDT is excited to be a part of The Center and is proud to embrace an international, as well as a local reputation for inspiring, moving and award-winning theatrical productions.

Through the diligence of the Executive Artistic Director and Board of Directors to manage to a sound financial position, GHDT continues to bring beautiful performances to the stage supported by contributions of generous donors, government entities and private foundations along with ticket revenue. GHDT continues to look for new and enhanced sources of funding to further GHDT's artistic and creative productions while working within conservative budget numbers. GHDT continues to build relationships with area businesses and Carmel/Indianapolis corporations where arts development, culture and education are part of their company mission. GHDT participates in Carmel Fest each July with a booth to meet area residents and businesses, and other Carmel Events throughout the year. Through invitations for complimentary tickets to attend performances at the Tarkington, GHDT continues to reach out to the Carmel community to build awareness and to educate the Carmel community about GHDT's commitment to artistic excellence and programming. Carmel City Council members are offered complimentary tickets to GHDT performances. It has been an honor for GHDT to have supporters Bruce Kimball, Laura Campbell, and Ron Carter in our audience at the Tarkington for GHDT concerts.

PROPOSED USE OF FUNDS

GHDT is requesting funds to help underwrite 2020 operational expenses; including GHDTs ninth season at the Tarkington at the Center for the Performing Arts. With the move to Carmel, funding sources from Marion County are less likely to be granted. By performing at the Center for the Performing Arts, Gregory Hancock Dance Theatre strives to offer Carmel, Hamilton County and Central Indiana audiences, opportunities to experience professional dance through the exciting and brilliant theatrical performances of GHDT. The expense of producing professional dance concerts is high with competitive artistic and technical salaries being the number one expense. Paid artists are a priority for the company. GHDT's artists are compensated for 40-45 weeks of work per season. Additional funding from the community, foundations, grants, and ticket sales are used to cover production costs for all concerts throughout the season.

GHDT is requesting an increase in funding for 2020 to support a unique ongoing collaboration between GHDT and the CARMEL SYMPHONY ORCHESTRA, which would be in addition to the regular season performances. Executive Artistic Director, Gregory Hancock and GHDT Board President, Ivy Heazeltine have met with Carmel Symphony Executive Director, Jeanelle Adamak and Music Director, Janna Hymes to have preliminary

discussions regarding this collaboration. The goal of this collaborative endeavor is to merge the artistic talent of Mr. Hancock and Ms. Hymes to produce a performance that enhances the experience of the audience through live theatre, live dance and live music. This concert will be in addition to GHDT regular season programming. The professional company of GHDT will be accompanied by 30 to 40 musicians from the CARMEL SYMPHONY ORCHESTRA. The benefits of dance and live music collaboration are well documented. According to Shamou, dance faculty at UNC-Charlotte, ***"The combination of live music and dance proves to be greater than the sum of the parts alone"***. Live music and dance not only heighten the experience for the audience, but it also benefits the dancers and musicians as well. Shamou affirms that "dancers cannot resist the conversation that occurs between the body and live music". He believes that this experience "permits the dancers' eyes to take a break and awakens leadership in the ears". The musicians benefit as well for they have exposure to new audiences and freedom to explore new styles. Musicians will seek a fuller understanding and appreciation of dance through their own involvement. The shared audiences of GHDT and CARMEL SYMPHONY ORCHESTRA will be exposed to new artforms and will have an enhanced experience resulting from this collaborative endeavor. GHDT is moving forward with this collaboration and will greatly appreciate the financial support of the City of Carmel to bring this artistic work to Carmel audiences in 2020.

In addition to the collaboration with the CARMEL SYMPHONY ORCHESTRA, funding from the Carmel City Arts Grant will be used to cover a portion of the operational expenses. These expenses include artists' salaries, tech/contract labor, studio rental, theatre occupancy, marketing, costumes, insurance, accounting fees, and daily operating expenses. GHDT is requesting an increase in funding to pay competitive artistic salaries and to hire additional male dancers and an Assistant Artistic Director. The expense of producing professional dance concerts is high with competitive artistic salaries being the number one expense. Paid artists are a priority for the company. Achieving this goal would attract and retain company dancers and would strengthen and grow the organization. Currently the Executive Artistic Director devotes a great deal of time overseeing operational duties. These responsibilities detract from his opportunity to artistically create new works. Although company members, board members, and volunteers perform a variety of activities related to the operation of GHDT, their efforts should not be the sole resource. Enhancing the salaries of artists and adding an assistant artistic director is necessary to strengthen and grow the organization.

GHDT is honored and grateful to receive financial support from the City of Carmel. We greatly appreciate the opportunity to be considered for an increase in funding in 2020 to provide competitive artistic salaries, hire an Assistant Artistic Director and collaborate with the CARMEL SYMPHONY ORCHESTRA. Ongoing, strong support from the City of Carmel is vital for GHDT to continue to offer such ground-breaking performances and world premiere works to Central Indiana audiences. GHDT supports Mayor Brainard's mission of cultural diversity by creating and performing artistic works from a variety of cultures, collaborating with local ethnic organizations, and maintaining professional networks with variety of individuals and groups throughout the world. We are proud to call Carmel our home and we desire to continue to become more deeply visible as one of Carmel's greatest assets in our ever evolving and thriving community.

GREGORY HANCOCK DANCE THEATRE (GHDT)

Income and Expenses (actual Jan-Sept and Oct/Nov/Dec projected) Calendar- Fisca

INCOME	CASH	IN-KIND	TOTAL
Admissions	$124,775	$49,528	$174,303
Government Support - State	$9,000		$9,000
Government Support - City	$59,500		$59,500
Foundation Grants	$97,500		$97,500
Individual Contributions	$26,695		$26,695
Corporate Contributions	$3,000		$3,000
Sponsorships	$7,500		$7,500
Fundraising/Events/Merchandise	$20,940	$6,704	$27,644
Workshops/Production Fees/Audition Fees	$7,090		$7,090
Advertising	$6,330	$6,326	$12,656
Misc	$210	$543	$753
Contract Labor		$7,320	$7,320
Tarkington/Phoenix Rent & Studio utilities		$27,631	$27,631
Costume, Hair, Makeup		$13,030	$13,030
Photography and Videography - promotional		$8,500	$8,500
Travel/Housing		$12,783	$12,783
Meals and Entertainment		$1,802	$1,802
TOTAL	**$362,540**	**$134,167**	**$496,707**
EXPENSES			
Employee Compensation, Benefits, Taxes	$127,578		$127,578
Advertising/Marketing/Web	$24,005	$6,326	$30,331
Studio Rental	$29,700		$29,700
Guest Artists	$34,573		$34,573
Contract Labor	$38,224	$7,320	$45,544
Production Costs	$33,307		$33,307
Costume, Hair, Makeup, Props	$12,731	$13,030	$25,761
Theater Rental	$19,450	$27,631	$47,081
Insurance	$5,822		$5,822
Operational Expense - improvement, computer,	$2,955		$2,955
Recording and Filming	$3,035	$8,500	$11,535
Accounting Fees	$4,120		$4,120
Supplies and Materials	$1,100	$543	$1,643
Travel/Housing	$17,834	$12,783	$30,617
Professional Development	$0		$0
Meals and Entertainment	$3,119	$1,802	$4,921
Admissions/Tickets		$49,528	$49,528
Other Operating Expenses	$950		$950
Fundraising/Events/Merchandise	$2,324	$6,704	$9,028
TOTAL	**$360,827**	**$134,167**	**$494,994**

GREGORY HANCOCK DANCE THEATRE (GHDT)

Budgeted Income and Expenses Calendar 2020

INCOME	CASH	IN-KIND	TOTAL
Admissions	$88,800	$40,000	$128,800
Government Support - State	$9,000		$9,000
Government Support - City	$85,000		$85,000
Foundation Grants	$63,500		$63,500
Individual Contributions	$27,000		$27,000
Corporate Contributions	$7,000		$7,000
Sponsorships	$6,000		$6,000
Fundraising/Events/Merchandise	$7,800	$2,500	$10,300
Workshops/Production Fees	$7,500		$7,500
Advertising	$6,000	$6,000	$12,000
Misc	$1	$100	$101
Contract Labor		$7,300	$7,300
Tarkington Rent		$19,500	$19,500
Costume, Hair, Makeup		$12,000	$12,000
Photography and Videography - promotional		$7,700	$7,700
Travel/Housing		$6,400	$6,400
Meals and Entertainment		$1,500	$1,500
TOTAL	**$307,601**	**$103,000**	**$410,601**
EXPENSES			
Employee Compensation, Benefits, Taxes	$165,000		$165,000
Advertising/Marketing/Web	$24,000	$6,000	$30,000
Studio Rental	$29,700		$29,700
Guest Artists	$4,000		$4,000
Contract Labor	$19,400	$7,300	$26,700
Production costs	$26,500		$26,500
Costume, Hair, Makeup, Props	$8,500	$12,000	$20,500
Theater Rental	$10,000	$19,500	$29,500
Insurance	$5,800		$5,800
Operational Expense - improvement, computer, we	$2,200		$2,200
Recording and Filming	$2,500	$7,700	$10,200
Accounting Fees	$5,000		$5,000
Supplies and Materials	$1,700	$100	$1,800
Travel/Housing	$0	$6,400	$6,400
Professional Development	$500		$500
Meals and Entertainment	$1,000	$1,500	$2,500
Admissions/Tickets		$40,000	$40,000
Other Operating Expenses	$200		$200
Fundraising/Events/Merchandise	$1,000	$2,500	$3,500
TOTAL	**$307,000**	**$103,000**	**$410,000**

SS-C02
Rev. 2-80
State Form 39721

STATE OF INDIANA

OFFICE OF THE SECRETARY OF STATE

To Whom These Presents Come, Greeting:

CERTIFICATE OF INCORPORATION

INDIANAPOLIS DANCE COMPANY, INC.

I, EVAN BAYH *, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above not-for-profit corporation, in the form prescribed by this Office, prepared and signed in duplicate by the Incorporator(s) and acknowledged and verified by the same before a Notary Public, have been presented to me at this office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the duplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in this office; and that the remaining copy(ies) of such Articles bearing the endorsement of my approval and filing has (have) been returned by me to the incorporator(s) or his (their) representatives; all as prescribed by the Indiana Not-For-Profit Corporation Act of 1971.*

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence has begun.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this

26TH *day of*

AUGUST *19* 87

Evan Bayh

EVAN BAYH, *Secretary of State*

By Debra G. Schaub

Deputy

ARTICLES OF INCORPORATION

State Form 4162R3/Corporate Form No. 364-1 (January 1987)
Articles of Incorporation (Not-for-Profit)
Prescribed by Evan Bayh, Secretary of State of Indiana

FILED
IND. SECRETARY OF STATE

Instructions: Use 8½ x 11 inch paper for inserts
Present 2 executed copies to:

SECRETARY OF STATE
Room 155, State House
Indianapolis, Indiana 46204

RECORDING IS NO LONGER REQUIRED.

ANNUAL REPORTS MUST BE FILED WITH THIS OFFICE BY THE LAST DAY OF FEBRUARY OF EACH YEAR.

FILING FEE IS $26.00

For tax exempt status, Not-For-Profit Corporations must qualif with both the Internal Revenue Service and the Indiana Department of Revenue.

ARTICLES OF INCORPORATION
OF

INDIANAPOLIS DANCE COMPANY, INCORPORATED

(Complete name as will be shown in Article 1)

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation")pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971 (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

ARTICLE I Name

The name of the Corporation is *(The name MUST include the word "Corporation" or "Incorporated," or one of the abbreviations thereof):*

INDIANAPOLIS DANCE COMPANY, INC.

ARTICLE II Purpose

The purposes for which the Corporation is formed are:

The purposes of the corporation are exclusively charitable, educational and civic, and will be accomplished by furthering the appreciation of the performing arts, especially dance, through performances, education, and training, together with providing an opportunity for those persons in the performing arts and related areas to realize creative endeavors, especially in conjunction with dance.

No substantial part of the activities of this corporation will be to carry on propaganda or otherwise attempt to influence legislation; or to participate in, or intervene in (including the publishing and issuing of statements), any political campaign on behalf of any candidate for public office.

ARTICLE III Period of Existence

The period during which the Corporation shall continue is:
(The period will be perpetual unless otherwise specified) Perpetual

ARTICLE IV Resident Agent and Principal Office

SECTION 1 Resident Agent. The name and address of the Corporation's Resident Agent for service of process are:

Name: Greg Hancock

Address *(street or building and city)*: 4619 Somerset Way South

Carmel, Indiana — Indiana — Zip Code 46032

SECTION 2 Principal Office. The post office address of the principal office of the Corporation is:

P. O. Box 30345, Indianapolis, Indiana — Indiana — Zip Code 46230

ARTICLE V Membership

A minimum of one (1) person shall have signed the membership list. *(Directors or Trustees or Incorporators may be included in the membership.)*

SECTION 1 Classes *(if any)*:

There shall be two (2) classes of membership, which shall be called Charter Members (those individuals who are members of the corporation on the date of incorporation), and General Members (those individuals who become members of the corporation after the date of incorporation.

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: November 23, 1999

Person to Contact:
Steve Milano 31-04024
Customer Service Specialist
Telephone Number:
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
35-1722088

Indianapolis Dance Company, Inc.
G.H.D.T
P.O. Box 30345
Indianapolis, IN 46230-0345

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in February 1988 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Indianapolis Dance Company, Inc.
35-1722088

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

C. Ashley Bullard

C. Ashley Bullard
District Director

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Denise Salamie, an authorized representative of Gregory Hancock Dance Theatre ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 284,515.

Denise Salamie
Signature
Printed Name Denise Salamie

Subscribed and sworn to before me, the undersigned Notary Public, this 21st day of November, 2019.

Sharon M. Kibbe
Signature - Notary Public

Printed Name Sharon M. Kibbe

[SEAL]

Resident of Hamilton County, Indiana

My Commission Expires: July 12, 2026

NOTARY PUBLIC SEAL INDIANA
SHARON M. KIBBE
Resident of Hamilton Co.
My Commission Expires
July 12, 2026

Gregory Hancock Dance Theatre/GHDT	INCOME	EXPENSES
Treasurer's Report		
September 1, 2019 - September 30, 2019		
GENERAL FUNDS		
Balance on Hand Chase August 31, 2019	$ 101,724.75	
Savings Kickstart August 31, 2019	$ 3,607.25	
Balance on Hand LCA August 31, 2019	$ 10,438.62	
Wells Fargo Brokerage Account August 31, 2019	$ 4,043.23	
INCOME:		
Advertising	$ 600.00	
Angel Society (Private Support)	$ 3,970.00	
Dawn Deahl - 1,500.00		
Pam Eads - 250.00		
David and Lora Olive - 200.00		
Ivy Heazeltine - 50.00		
Marica Blair - 270.00		
David and Mary Mills - 200.00		
Katherine Brown - 1,000.00		
Ivy Heazeltine - 500.00		
Fund Raisers	$432.32	
Fund Raiser Merchandise		
LCA Merchandise - 432.32		
Kickstart	$ 4,032.97	
Kickstart Interest - .05		
Wells Fargo to Kickstart - 4,032.92		
Brokerage Account Earnings	$ (4,036.33)	
Wells Fargo - (3.41)		
Wells Fargo to Kickstart - (4,032.92)		
Revenue	$ 3,010.00	
Nut Production Fees - 3,010.00		
Ticket Sales	$ 2,766.00	
Season Tickets - 2,766.00		
Total of Income	$ 10,774.96	
2019 In-Kind Goods and Services		
Total 2019 Income	$ 10,774.96	
Total 2019 Income + Balance on Hand		$ 130,588.81

EXPENSES:		
Event Expense		
General/Administration Expenses		
DVD Duplication		$ 52.14
Payroll Expense		$ 826.98
Payroll Fee		$ 110.00
Postage/Shipping		$ 108.52
USPS - 108.52		
Rent		$ 2,475.00
Academy - 2,475.00		
Marketing and Promotion Expenses		
Fund Raising Expense		$ 594.64
Discount Mugs - 594.64		
Marketing and Promotion Expenses		$ 1,681.99
Facebook - 16.99		
Mailchimp - 30.00		
Marketing		
WFYI (LCA) - 535.00		
Bill Miller - 1,100.00		
Merchandise		
Operating Expenses		
Internet/Website		$ 12.47
Newtek - 12.47		
Production Expenses		
Artistic Salaries		$ 10,810.00
Costumes/Props		$ 811.27
K& G Indy - 40.63		
Sais Boutique - 107.00		
Michaels - 130.54		
JoAnn Fabrics - 57.61		
Amazon - 475.49		
TOTAL EXPENSES		$ 17,483.01
2019 In-Kind Goods and Services		
TOTAL 2019 EXPENSES		$ 17,483.01
Balance on Hand Chase September 30, 2019		$ 97,676.86
Balance on Hand Kickstart September 30, 2019		$ 7,640.22
Balance on Hand LCA September 30, 2019		$ 9,603.62
Balance on Hand Wells Fargo September 30, 2019		$ 6.90
Respectfully submitted by:		
Denise Salamie, Treasurer		

EXTENDED TO NOVEMBER 15, 2019

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning and ending

B Check if applicable: [ ] Address change [ ] Name change [ ] Initial return [ ] Final return/terminated [ ] Amended return [ ] Application pending

C Name of organization
INDIANAPOLIS DANCE COMPANY, INC. DBA
GREGORY HANCOCK DANCE THEATRE

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
329 GRADLE DR

City or town, state or province, country, and ZIP or foreign postal code
CARMEL, IN 46032

D Employer identification number
35-1722088

E Telephone number
317-844-2660

G Gross receipts $ 289,102.

F Name and address of principal officer: IVY HEAZELTINE
329 GRADLE DR, CARMEL, IN 46032

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. (see instructions)

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: ▶ WWW.GREGORYHANCOCKDANCETHEATER.ORG

H(c) Group exemption number ▶

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other ▶

L Year of formation: 1998 **M** State of legal domicile: IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: GREGORY HANCOCK DANCE THEATRE (GHDT) IS A PROFESSIONAL CONTEMPORARY DANCE COMPANY DEDICATED TO THE

2 Check this box ▶ [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	9
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	9
5	Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	0
6	Total number of volunteers (estimate if necessary)	6	0
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 38	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	148,408.	152,467.
	9	Program service revenue (Part VIII, line 2g)	124,425.	125,807.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,467.	457.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	5,978.	5,784.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	280,278.	284,515.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	140,324.	150,226.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	136,891.	135,523.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	277,215.	285,749.
	19	Revenue less expenses. Subtract line 18 from line 12	3,063.	-1,234.

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	99,122.	100,620.
	21	Total liabilities (Part X, line 26)	640.	3,372.
	22	Net assets or fund balances. Subtract line 21 from line 20	98,482.	97,248.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer | Date

▶ IVY HEAZELTINE, PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
JEFFREY A BATES, CPA				P00833009

Firm's name ▶ SAPPER & BATES, LLC | Firm's EIN ▶ 35-2089714

Firm's address ▶ 921 E 86TH STREET, STE 103
INDIANAPOLIS, IN 46240 | Phone no. 317-252-5714

May the IRS discuss this return with the preparer shown above? (see instructions) [X] Yes [ ] No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

GREGORY HANCOCK DANCE THEATRE – BOARD OF DIRECTORS

IVY HEAZELTINE (President) 7715 Stones River Drive Indianapolis, IN 46259 (317) 862-9827 (317) 606-3274 (cell) Iheazeltine.ghdt@gmail.com *Marketing Professional/Retired*	**KIRSTEN FERGER (Vice President)** 164 Dominion Drive Zionsville, IN 46077 (317) 840-1521 Kferger.ghdt@gmail.com GHDT Company Relations Manager & Academy Liaison
ANINDITA SEN (Secretary) 3884 Verdure Lane Zionsville, IN 46077 (317) 409-8804 *Director, Regulatory Affairs* *Eli Lilly and Company*	**DENISE SALAMIE (Treasurer)** 6693 E. Stonegate Drive Zionsville, IN 46077 (317) 732-4094 (317) 650-7856 (cell) dsalamie@gmail.com *Registered Nurse* *Kaplan Health*
GREGORY HANCOCK 329 Gradle Drive Carmel, IN 46032 (317) 709-1454 ghdt@sbcglobal.net *Artistic Director, Executive Director* *Gregory Hancock Dance Theatre*	**MICHAEL DAVIDSON** 11415 Burkwood Drive Carmel, IN 46034 (417) 340-6453 wmichaeldavidson@gmail.com *Owner, Brand MD* *Advertising, Marketing* *Project Manager*
DEBORAH PROVISOR 14928 Pacer Court Carmel, IN 46032 (317) 979-2775 (cell) DrDeb432@aol.com *America Para Professional Systems*	**AKIN AKINWANDE MD, FAAC** 8826 William Penn Circle Indianapolis, IN 46256 (317) 578-1914 *Physician, CEO* *Pinnacle Heart Specialists LLC*

EXHIBIT G
GREGORY HANCOCK DANCE THEATRE
2019 YEAR END REPORT

In 2019, GHDT continued to efficiently run an arts organization on a conservative budget. GHDT was able to provide high caliber, artistic productions to its audience in the past year, while minimizing costs. GHDT demonstrated financial sustainability through conservative and creative planning to meet economic challenges. The Executive Artistic Director and Board of Directors have been able to effectively keep the organization in the black since its inception. However, the goal is to be able to do more with more.

Production expenses were well managed with artistic personnel and production costs being held to budgeted numbers. Target marketing practices were implemented, and budget numbers were adhered to. Overall, Administrative expenses were held to a minimum to focus on competitive artist salaries and production quality. GHDT was frugal with expenditures in 2019 while focusing on increased income to enhance artistic personnel salaries and production diversity and quality.

The Carmel Arts Grant was used to partially cover operational expenses for Gregory Hancock Dance Theatre's (GHDT) 2019 performance season. The expense of producing professional dance concerts is high with competitive artistic and technical salaries being the number one expense. Paid artists are a priority for the company. GHDT's artists are compensated for 30-35 weeks of work per season. GHDT's operational expenses include the following: artists' salaries, tech/contract labor, studio rehearsal space rental, marketing, costumes, insurance, accounting fees, production expenses, and daily operating expenses. The table below provides the breakdown for the utilization of the $59,500 received from the Carmel Arts Grant. 2019 expenses.

EXPENSE	AMOUNT	PERCENTAGE
Artistic Salaries	$21,004	35..3%
Tech/contract labor	$12,019	20.2%
Studio rehearsal space rental	$8,092	13.6%
Marketing	$4,344	7.3%
Costumes	$2,083	3.5%
Accounting fees	$655	1.1%
Production expenses	$8,925	15%
Daily operating expenses	$2,378	4%
TOTAL	$59,500	100%

The 2019 performance year marked GHDT entering their 22nd anniversary season as an arts organization. GHDT's 2019 concerts were not only beautiful and entertaining, but educational, culturally diverse and thought-provoking fulfilling the organization's on-going mission. All performances were well attended.

Listed below are GHDT performances for the funding period from January 2019 to December 2019.

THE WILD WILD WEST – February 9 – 24, 2019 at the Academy of GHDT
GHDT gives a nod to the Western movies of old Hollywood. Complete with cowboys and gunslingers, bandits, townsfolk, lawmen and saloon girls, this new interactive performance brought the American Old West to life in a fun and entertaining fashion.

EXODUS – April 5, 6, 2019 at The Tarkington
This full -length contemporary ballet is inspired by the second book of the Torah and the Hebrew Bible and presents the story of the Israelite's delivery from slavery, the exodus from Egypt, the prophet Moses and the Promised Land.

FESTIVAL DE MUSICAL - April 13, 2019 at Paramount Theatre, Anderson, IN
G2 performs Bolero with the Anderson Symphony

DEBORAH J. SIMON SPOTLIGHT BENEFITTING INDIANA AIDS FUND– April 15, 2019 at Clowes Hall Indianapolis
GHDT performs an excerpt from EXODUS.

G2 IN CONCERT – May 17, 18, 19, 2019 at The Academy of GHDT
The talented young dancers of GHDT's pre-professional company and the students of The Academy of GHDT entertained the Carmel audiences.

THE VIOLIN UNDER THE BED – June 7 -8, 2019 at The Tarkington
This performance is inspired by stories of Mr. Hancock's mother and the experiences that brought her joy- art, nature, travel, and sports.

LA CASA AZUL, THE MUSICAL – July 11 to 28, 2019 at the Phoenix Theatre, Indianapolis. This is an original, completely sung-through musical created by Gregory Hancock. It is based on the remarkable life of Mexican artist Frida Kahlo. Mr. Hancock brought a new reincarnated production of LA CASA AZUL to the Phoenix Theatre in Indianapolis, Indiana. Actors from New York, San Antonio and El Paso, Texas were cast in the lead roles. Producers and directors from throughout the United States were invited this production. After seeing this musical, several producers and directors expressed interest in it. George Green, Executive Artistic Director of The Public Theatre in San Antonio has scheduled LA CASA AZUL, The Musical to be performed on March 25 through April 18, during the Public Theatre's 2021 Season. Mr. Hancock is also in negotiations with theatres and producers in El Paso, Texas and Puerto Vallarta, Mexico.

G2 CONCERT GLOBAL CULTURAL EVENT – September 21 at Park Tudor

CHRISTEL HOUSE INTERNATION FUNDRAISING EVENT – October 18 at Christel House Academy South

SEVEN DEADLY SINS – October 25 and 26 at The Tarkington Theatre

GHDT crossed into the darkness with spirited theatrical storytelling interpreted through an eclectic array of music meshed with GHDT's unique and dramatic fusion of dance styles. Included was the world premiere of LA LLORONA.

EMERGING VOICES – November 15 and 16 at The Academy of GHDT
This concert showcased the choreographic work of GHDT Company Dancers.

THE NUTCRACKER - November 29 - December 1 at the Pike Performing Arts Center.
The final performance of the year will be the all-student production of THE NUTCRACKER. Two school matinees will be attended by 1,800 school age students and teachers. Three public weekend performances will also be provided.

THE ACADEMY OF GREGORY HANCOCK DANCE THEATRE
In addition to GHDT's professional theatrical concerts, GHDT's programming for youth and educational programs continue to impact students and student dancers throughout Central Indiana, starting with the annual all-student production of THE NUTCRACKER each December. Through summer intensive workshops and the year-round training, The Academy of GHDT offers excellent education and performance opportunities. Through its pre-professional student company (G2), young students who are aspiring to become professional dancers have opportunities to train and perform GHDT repertoire, and to work with the professional dancers of GHDT

In 2019 GHDT continued to expand its community engagement efforts and has reached out to meet the needs of underserved populations. Funding for the arts has been drastically cut in the public schools and many families are unable to take their children to live theatrical productions. GHDT performed two NUTCRACKER school matinees at Pike Performing Arts Center in November to give school aged children the opportunity to experience life theatrical dance at no cost. Over 1,800 students and teachers will attend THE NUTCRACKER school performances on December 5 and 6. Tickets sales for the public performances have been good and are exceeding recent years.

GHDT's Veteran Outreach Program has been very successful and has grown over the past year. GHDT has partnered with VET-TIX to provide Veterans and their families, currently serving military, and families of Veterans killed in action with free tickets to GHDT performances. GHDT tickets are quickly reserved through VET-TIX. The Veterans' response to this program was overwhelmingly positive and GHDT has been surprised at the distances that Veterans are traveling to attend GHDT performances. Many Veterans are from out of state and are staying overnight in hotels. They are making a "weekend" out of GHDT performances by attending other events in Hamilton and Marion County, eating in local restaurants and shopping in local businesses. In 2019, a total of 605 Veterans, currently serving military, and families of veterans killed in action received free tickets to GHDT productions through GHDT's Veteran Outreach Program. The demand for tickets for the VET-TIX website has increased and GHDT will plan to expand our outreach to Veterans in 2020 by increasing the number of tickets available on VET-TIX.org

In 2019, GHDT's concerts were attended by approximately 40% of new patrons. New patrons are attracted to GHDT because of the diverse programming. This is a testament to the beauty of Gregory Hancock's original art and its broad appeal to a diverse population. The diversity of GHDT's audience is vital measure of progress and serves as an indicator of GHDT's commitment to its artistic mission. Under the sound leadership of the Board of Directors and the Executive Artistic Director, GHDT will continue to carry out its mission, provide new, original art to its patrons and attract new audience members with each performance.

GHDT's conducts a thorough evaluation process that is ongoing throughout the year. In 2019, the board reviewed a variety of evaluation results and used this feedback to enhance GHDT's strategic plan. In 2019 the board of directors reviewed the budget monthly to monitor income and expenses and to maintain a balanced budget. Production expenses were well managed with artistic personnel and production costs being held to budgeted numbers. Target marketing practices were implemented, and budget numbers were adhered to. GHDT continued to search and apply for new sources of funding, including foundation support, corporate sponsorship, and private donations. Overall, administrative expenses were held to a minimum to focus on competitive artist salaries and production quality. GHDT has been frugal with expenditures while focusing on year-over-year increased income to enhance artistic salaries and production diversity and quality. GHDT, now in its 22nd season, continues to be debt free.

GHDT's evaluation process also includes audience feedback, survey results, social media posts, letters from teachers and students, ticket sales, feedback from GHDT company members and the Executive Artistic Director. During the past year, audience evaluations were overwhelmingly positive and indicated that GHDT is fulfilling their mission. GHDT's community engagement efforts were highly successful as demonstrated by the percentage of new members in the audience, posts from Veterans on the VET-TIX website, repeated requests from schools to bring students to the NUTCRACKER and invitations to perform in the community. Ongoing evaluation in 2019 contributed to board's ongoing efforts to elevate GHDT to an optimal level of artistic and financial operation. The Executive Artistic Director continues to create new, original art that is spiritual, culturally diverse, educational and thought provoking, and will appeal to the diverse needs of GHDT's eclectic audience.

Production expenses were well managed with artistic personnel and production costs being held to budgeted numbers. Target marketing practices were implemented, and budget numbers were adhered to. Overall, Administrative expenses were held to a minimum to focus on competitive artist salaries and production quality. GHDT was frugal with expenditures in 2019 while focusing on increased income to enhance artistic personnel salaries and production diversity and quality.

GHDT is grateful for the financial support from the City of Carmel. Our ability to offer world premiere works and attract new audience members is dependent on this type of funding. It is our ambition to grow artistically in 2020 and to provide unique dance and musical productions in this community. We appreciate the funding that the City of Carmel provides, for it allows us to continue with our mission and to become one of Carmel's greatest artistic assets.

RESOLUTION NO. BPW 01-22-20-14

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

APPROVED JAO

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and INDIANA ARTISAN, INC. (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, ROSALYN DEMAREE, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement.** The City, after review and recommendation by the Mayor, agrees to grant $ 40,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee.** The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

INDIANA ARTISAN, INC **("Grantee")**

By: Rosalyn D'Demaree (Signature)

Printed Name of Officer: ROSALYN DEMAREE Title: PRESIDENT/EX. DIRECTOR

Date: 22 Nov 2019

CITY OF CARMEL ("Grantor")

By: [signature]

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of Organization: Indiana Artisan, Inc.

Address: 22 N. Rangeline Road, Carmel, IN 46032

Telephone: (317) 964-9455 No fax available

Contact Person: Rosalyn Demaree

Email: Rosalyn@IndianaArtisan.org

APPLICATION AMOUNT: $50,000

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Indiana Artisan creates markets for the state's best artists and food producers, supports jobs, generates government revenue, and is a cornerstone of tourism. Since May 1, 2019, it has headquartered its operations in Carmel and operated a store that features the work of more than 115 artists who hail from Lake Michigan to the Ohio River and include six from Carmel.

Indiana Artisan Gifts & Gallery opened a month after the Hoosier Salon vacated the building at Main Street and Rangeline Road, but it doesn't just fill a space. It is, customers tell us, quickly becoming an anchor business in the Carmel Arts & Design District. The store is a one-stop shop for unique, one-of-a-kind gifts and décor, handcrafted furnishings and fine art.

Indiana Artisan fostered that following by creating artful, as well as art-filled, displays; scheduling artists at least monthly to demonstrate their creative process in the store; developing special experiences such

By: Rosalyn Demaree

Printed Name of Officer: Rosalyn Demaree

Title: Interim Executive Director

Date: Nov. 30, 2018

as Tie One On, where customers learned one on one how to tie scarves from the fiber artists who make them; partnering with other businesses and civic groups; and being an active participant in the life of the Arts District. Indiana Artisan also capitalized on its statewide reputation and growing awareness of its brand to encourage people from all over the state, and particularly the northeast, to visit Carmel for a special shopping and dining experience.

Customers, artists and neighbors have responded well to our efforts and have been appreciative and excited about what the organization has done in a relatively short time.

"Fantastic gallery! Warm and inviting," wrote one customer on Facebook. "The artisans are well represented and promoted here. A great variety of mediums of exceptional quality that can really make any space just as exceptional as the artwork itself! Excellent location!"

We will not rest on early success. Sales have been strong for several artists but could be stronger for more. Plans for 2020 and funding from the City of Carmel will help Indiana Artisan continue to build its brand and attract new patrons to the Arts District. We are requesting a $50,000 grant, to be split evenly between marketing and administrative support.

THE INDIANA ARTISAN MARKETING PLAN

Indiana Artisan helps artists with business development practices designed to expand their enterprise and through that, have a positive financial impact on their community. As an organization, Indiana Artisan also wants to have a positive impact on its home community.

The store was honored to host the student exhibition during the 2019 Carmel International Arts Festival. It was inspiring to see more than 110 pieces created by Carmel and University high school students in the gallery for four days, and it was encouraging to experience the reactions of more than 800 people who visited the store that weekend to enjoy the work. (To put that number in perspective, we typically have 1,200-1,400 people in the store in a month.)

"The high school art students' participation in a juried gallery exhibit at Indiana Artisan is a valuable educational experience," said Joan Cimino, the past CIAF president. "The students' artworks are exhibited among recognized and successful professional Indiana artists. They learn how to prepare and display their artwork, how to market their art, and how to interface with the public viewing their art.

"Located in the heart of the Carmel International Arts Festival, the student exhibition offers excellent exposure of the students to the gallery curator and to professional artists, and their art gets maximum exposure to the huge crowds the festival generates."

Indiana Artisan would like to ramp up the experience for these emerging artists at the 2020 exhibition. We propose to host an Artists Reception for them and their guests the Friday evening before the festival opens. Indiana Artisans and festival committee members would be encouraged to attend and offer support to the students. A variety of food and beverages would be served to make the evening more festive. Ideally, the winners of the scholarship competition could be announced that night, and perhaps an Indiana Artisan award could be given.

January through March are historically slow months for retail, so Indiana Artisan has been talking with restaurants and other galleries about Date Night in the District, an event designed to encourage people

to come downtown on Thursday nights in that timeframe. Indiana Artisan is committed to doing it, and we believe Juniper on Main will partner with us; CCA Gallery is considering it.

The plan is simple: Two Thursday evenings a month, a store and a restaurant would partner to offer a special deal to each other's customers, and the store would provide some kind of program. At Indiana Artisan Gifts & Gallery, for instance, fiber artist Daren Redman has offered to do a make-and-take session on indigo dying, and kombucha makers Nick Murdick and Irina Mueller, who are also professional musicians, would play string music while a painter paints.

Marketing these evenings would include printing tent signs for restaurant tables, buying ads in local media and purchasing miscellaneous supplies for some of the programs. The publicity for the District, the restaurants, the stores and the artists could be invaluable.

"My exposure as an artist has grown tremendously in the past year" said Ken Rabbers, a Carmel resident who sells work in the Indiana Artisan store. "Having moved to Carmel in 2006, I have made many friends in the community. However, being an Indiana Artisan has also gained me many contacts and a new following in the arts community."

Any gallery or made-by-hand business will tell you that the stories behind the work sell pieces best. Stories make the work even more authentic to the shopper. While Indiana Artisan does have artist demonstrations frequently and artists working in the store regularly, there are still a number of artists who aren't able to bring their show to Carmel. For that reason, one artist has volunteered to create a looping video that can be shown in the store and on IndianaArtisan.org. While her services are free, some of the equipment to carry out this project must be purchased. Indiana Artisan would use some of the marketing funding we're requesting to buy the minimum amount of equipment needed to produce and show the video in the store.

The large building with a full basement for storage positions Indiana Artisan well to do something in 2020 that members and the board have wanted to offer for several years: online sales. The organization is tiptoeing into ecommerce this holiday season with a soft launch of Gift Collections – affordable assortments of Indiana Artisan art and food. While we have an ample supply of photographers located around the state, we know that we will need to be able to shoot images of work that will be sold online as it arrives. This venture will demand that Indiana Artisan have a lightbox and tripod, small investments that are part of our marketing request.

We believe this equipment could be useful to neighboring galleries and stores in the Arts District. It could help them have better images for social media, which in turn helps support the business community. If we can get the equipment, we will make it available to other businesses, free of charge, anytime we're open.

Indiana Artisan has built its email list to over 2,600 addresses and has nearly 12,500 Facebook followers. Newsletters about store and District events are emailed monthly, and posts are made on social media at least three days a week. Still, we can reach a broader audience through paid spots in traditional and new media. Grant money would be used to sponsor key shows on WFYI, WIPB and WTTS, including All Things Considered, Curious Mix, Splendid Table and drive-time shows. Spots would help promote Indiana Artisan Gifts & Gallery, the Carmel Arts & Design District, and District events.

The Hoosier Salon's decision to close its Carmel gallery was a blow to painters and other 2D artists, as well as the collectors who appreciate their work. For that reason, Indiana Artisan has devoted a section of the north gallery to a featured show each month of one 2D artist. It is paying off with more painters consigning work to the store and more 2D sales being made. The director of the Garrett Museum of Art has voluntarily mounted all these shows. Artists are invited to do meet-and-greets during the gallery walk when their work is featured.

Ideally, Indiana Artisan would print well-designed rack cards for each show to give to customers that come when the artist is not in the store. This gives customers a nice introduction to the artist and is a reminder that his or her work was seen in the Carmel Arts & Design District.

Finally, Indiana Artisan wants to continue buying artists' work to use for donations to community events and in the store, and we need to complete the task of relaunching a more user-friendly website that markets our stores and their home communities.

We realize this is an ambitious marketing program and believe it would bring benefit to all the Arts District businesses. It is not a program that Indiana Artisan could undertake without funding.

$25,000 FOR ADMINISTRATIVE SUPPORT

Indiana Artisan Gifts & Gallery sells work on consignment, giving 60 percent of sales, a customary amount in the retail art field, to the artisans. Our business model is to employ member artists to work in the store for minimum wage and receive 75 percent of their sales. The director covers shifts when artists cannot, and she manages the store daily.

This model worked well in 2019, largely due to the administrative support funding we received through the Carmel Arts Grant. There are no plans to change it in 2020. But continued grant funding is critical to the success of the plan and the store. Even though the first six months of sales were good in the Carmel store and a healthy November and December are anticipated, 40 percent of sales at Indiana Artisan Gifts & Gallery will not cover payroll, rent, utilities, supplies and materials.

The Board of Directors is committed to the retail program, believing it is one of the top benefits for members and a key to carrying out the organization's mission. The Arts District community tells us the Indiana Artisan store is a strong partner in its ongoing success. As an organization, we hope to work with the City of Carmel again, so Indiana Artisan Gifts & Gallery continues to create an appreciative market for the artists, build awareness of the exceptional work made in Indiana, and offer another shopping venue for tourism.

Indiana Artisan looks forward in the new year to further strengthening its relationship with the City of Carmel. Should you have any questions about our proposal or the organization, I am happy to answer them, Rosalyn@IndianArtisan.org, (317) 964-9455. Appended to this description is the current Viewbook, which gives you an idea of the breadth and quality of Indiana Artisan art and food.

						Budget
						2020
Fort Wayne Holiday Marketplace Income						
	Artisan and Applicant Booth Fees					17360
	Event Ticket Sales					14000
	Sponsorships and Other Misc.					
		Total				31360
Fort Wayne Holiday Marketplace Expenses						
	Direct					
	Planning					
	Mileage/Meals					450
	Entertainment Meals					300
	Rent or Lease of Buildings					9300
	Supplies and Materials					
		Total				10050
	Advertising and Promo					
	Electronic					2160
	Newspaper					4700
	Radio					14000
	Design and Layout					500
	Postage					35
	Printing					500
		Total				21895
		Total Expense				31945
		Profit (Loss)				-585
Viewbook Magazine Income						
	Artisans, Net of Refunds					19000
	Outside Advertising					5500
	Credit Card Fees					
		Total				24500
Viewbook Magazine Expense						
	Design					3000
	Photography					700
	Printing					18539
	Travel, Meals, Postage, Misc.					
		Total Expense				22239
		Profit (Loss)				2261
Marketplace Income (PY $24,192 for 2016, PY $11,950 for 2017)						

	Artisan and Kentucky Booth Fees					45600
	Ticket Sales					35940
	Trail/Cultural Booth Fees and Misc.					
	"All IN" exhibit					2700
	"All IN" exhibit opening					
	Credit Card Fees					
		Total				84240
Marketplace Expense						
	Direct					
	Design and Layout					500
	Expo Services/Equipment Rental					27000
	Indiana State Fairground Rental					9893
	"All IN" exhibit					700
	"All IN" exhibit opening					500
	Supplies					2100
	Printing					950
	Security					700
	Other Marketplace Planning Expense					
	Meals, Mileage, Entertainment, Square, etc.					200
		Total				42543
	Marketing and Promo					
	Magazine					
	TV					4200
	Radio					9600
	On-line					3500
	Web Costs and Postage					
		Total				17300
	Marketplace Trade Day					
		Total Expense				59843
		Profit (Loss)				24397
Prior Year Marketplace revenues and expense - net						
Next Year Marketplace Income - booth fees						
Next Year Marketplace Expense						
	Net					
French Lick Retail Sales						79873
French Lick Artisan Payments						47924
		Gross Margin				31949
French Lick Store Expenses						

	Payroll					
	Wages					29220
	FICA and Unemployment Taxes					2,376
	Workers' Comp.					
		Total				31,596
	Other Expense					
	Credit Card Fees					1,837
	Fixtures and Equipment					300
	Mileage/Meals, Payroll Service and Misc.					360
	Promotion/Advertising					500
	Supplies					1,200
		Total				4,197
		Total Expense				35,793
		Profit (Loss)				(3,844)
City of Carmel Arts Grant						50,000
Marketing Campaign						25,000
Sales and Administrative						25,000
	Net					0
Carmel 4CDC Lease Assistance Grant						48,000
Carmel Store Retail Sales						130,200
Carmel Store Artisan Payments						82,305
		Gross Margin				47,895
Carmel Store Expenses						
	Payroll					
	Wages					19,080
	FICA and Unemployment Taxes (wages only)					1,500
	Workers' Comp.					
		Total				20,580
	Other Expense					
	Rent					72,000
	Credit Card Fees					3,469
	Fixtures and Equipment					600
	Mileage/Meals, Payroll Service and Misc.					
	Promotion/Advertising - included in Grant					
	Supplies					3,000
	Repairs and Maintenance					960
	Travel/Entertainment					
	Utilities					7,685

		Total				87,714
		Total Expense				108,294
		Profit (Loss)				(12,399)
Adhesive Logo Income						200
Jury Fees						900
Jury Expense						250
		Profit (Loss)				650
Friends of Indiana Artisan Income						450
Friends of Indiana Artisan Expense						250
		Profit (Loss)				200
Indiana Glass Trail Income						5,000
Indiana Glass Trail Expense						3,000
		Profit (Loss)				2,000
Furniture Guild						
	Income					
	Expense:					
	Supplies					150
	Entertainment/Meals					
		Profit (Loss)				(150)
Workshops and Conversations Income						
Workshops and Conversations Expense						
	Profit (Loss)					
Gift Baskets Sales						3,500
COGS (Artisan Payments) - Gift Baskets						1,500
Square Charges						100
		Profit (Loss)				1,900
Artisan Annual Dues 2016						
Artisan Annual Dues 2017						
Artisan Annual Dues 2018 & 2019						
Artisan Annual Dues 2020						20,000
Square Charges						
Board Member Gifts						4,500
Non-Board Member Gifts						

Miscellaneous Income						
Total Operating Income						39,130
IAC Arts Organization Support Grant (75% 2019, 25% 2020)						2,326
IAC Arts Organization Support Grant (75% 2020, 25% 2021)						
Total Income						41,456
Administrative Costs						
	Executive and Administrative Compensation					26,148
	Payroll Taxes					2,112
	Software and Web Fees					1,710
	Website Upgrade - $7,000 included in Marketing					
	Marketing - General included with Grant					
	Insurance (includes Workers' Comp beginning 2018)					3,315
	Office Expense					3,199
	Travel and Entertainment					104
	BOD and Advisory Board					1,665
		Total				38,253
		Net Surplus (Deficit)				3,203

WPU

ARTICLES OF INCORPORATION FOR A NONPROFIT CORPORATION

State Form 4162 (R10 / 1-03) Corporate Form No. 364-1 (October 1984)
Approved by State Board of Accounts 1985

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-17-3-2
FILING FEE: $30.00

NOTES: *1. Nonprofit corporations must qualify with the Internal Revenue Service and the Indiana Department of Revenue. It is strongly suggested you do not complete or file this form before contacting both agencies.*

2. Article VII must be completed appropriately. Please see (1) above.

INSTRUCTIONS: *1. Use 8 1/2" x 11" white paper for attachments*
2. Present original and one (1) copy to the address in the upper right corner of this form.
3. Please type or print.
4. Please visit our office on the web at www.sos.in.gov.

APPROVED AND FILED
2009 AUG 21 AM 9:
INDIANA SECRETARY OF STATE RECEIVED

ARTICLES OF INCORPORATION

The undersigned incorporator or incorporators, desiring to form a corporation *(hereinafter referred to as the "Corporation")* pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991 *(hereinafter referred to as the "Act")*, execute the following Articles of Incorporation.

ARTICLE I - Name and Principal Office

Name of the Corporation: *(the name must include the word "Corporation", "Incorporated", "Limited", "Company" or one of the abbreviations thereof):*

Indiana Artisan, Inc.

Indiana Secretary of State
Packet: 2009082400079
Filing Date: 08/21/2009
Effective Date: 08/21/2009

Principal Office: The address of the principal office of the Corporation is:

Post office address	City		ZIP code
One North Capitol, Ste 600	Indianapolis	Indiana	46204

ARTICLE II - Purpose *(optional)*

The purposes for which the Corporation is formed are:

The purpose of Indiana Artisan, Inc., is to grow the economy, especially in rural Indiana, through increased artisan activity and capacity and related tourism development. Indiana Artisan, Inc., will:

Support Hoosier entrepreneurs and small, home-grown businesses by establishing or providing better access to training and networking opportunities and by connecting artisans with consumers, retailers and/or wholesalers to generate new or increased sales;

Create a widely recognized brand promoting select works of art and food and the artisans who produce them while showcasing Indiana's commitment to high-quality, locally-crafted products; and

Encourage visitation to Indiana to help increase tourism's positive economic impact by developing new or augmenting existing artisan experiences statewide.

ARTICLE III - Type of Corporation *(check only one)*

The Corporation is a:

- ☒ public benefit corporation, which is organized for a public or charitable purpose;
- ☐ religious corporation, which is organized primarily or exclusively for religious purposes; or
- ☐ mutual benefit corporation *(all others)*.

ARTICLE IV - Registered Agent and Registered Office

Registered Agent: The name and street address of the Corporation's Registered Agent and Registered Office for service of process are:

Name of Registered Agent

Eric Freeman

Address of Registered Office *(street or building)*	City		ZIP code
100 N. Senate Ave. N505	Indianapolis	Indiana	46204

ARTICLE V - Membership

Indicate if Corporation will have members:

☐ Yes ☒ No

(Continued on the reverse side)

ARTICLE VI - Incorporator(s)

Name(s) and address(es) of the incorporator(s) is/are as follows:

Name	Number and Street or Building	City	State	ZIP code
Brian Blackford	One North Capitol, Ste 600	Indianapolis	IN	46204
David Terrell	One North Capitol, Ste 600	Indianapolis	IN	46204
Michelle Anderson	100 N. Senate Ave, N505	Indianapolis	IN	46204

ARTICLE VII - Distribution of Assets on Dissolution or Final Liquidation

Refer to Indiana Code 23-17-22-5 for permitted activities following Dissolution.

Upon dissolution or final liquidation, physical assets will be donated to VSA arts of Indiana; grant funds remaining will be returned to the originating grantor organization; and donations, fees and unidentifiable funds will be distributed to the Indiana State Museum Foundation.

Indiana Secretary of State
Packet: 2009082400079
Filing Date: 08/21/2009
Effective Date: 08/21/2009

INDIANA SECRETARY OF STATE
RECEIVED
2009 AUG 21 AM 10: 1

* Please note this section must be completed.

THIS DOCUMENT MUST BE SIGNED BY ALL INCORPORATORS.

In witness whereof, the undersigned incorporator(s) of said Corporation execute(s) this document, and verify(ies) subject to penalties of perjury that the facts contained herein are true this 20 day of August, 20 09.

Signature	Printed name DAVID TERRELL
Signature Brian Blackford	Printed name BRIAN BLACKFORD
Signature	Printed name Michelle Anderson

This instrument was prepared by: (name)
Brian Blackford

Address	City	State	ZIP code
One North Capitol, Ste 600	Indianapolis	IN	46204

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 01 2012

INDIANA ARTISAN INC
100 N SENATE AVE STE N505
INDIANAPOLIS, IN 46204

Employer Identification Number:
27-0813316
DLN:
17053081347001
Contact Person:
JOYCE DARBY ID# 95011
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
August 21, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

INDIANA ARTISAN INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, ROSALYN DEMAREE, an authorized representative of INDIANA ARTISAN, INC. ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 329,266.92.

Rosalyn Demaree
Signature
Printed Name ROSALYN DEMAREE

Subscribed and sworn to before me, the undersigned Notary Public, this 22nd day of November, 2019.

Sharon M. Kibbe
Signature - Notary Public

Printed Name Sharon M. Kibbe

Resident of Hamilton County, Indiana

My Commission Expires: July 12, 2026

[SEAL]

NOTARY PUBLIC SEAL INDIANA
SHARON M. KIBBE
Resident of Hamilton Co.
My Commission Expires
July 12, 2026

Indiana Artisan, Inc.

BALANCE SHEET

As of October 31, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Old National Bank	32,226.44
Petty Cash	371.28
Total Bank Accounts	**$32,597.72**
Other Current Assets	
Merchandise Inventory - Carmel	203.50
Merchandise Inventory - French Lick	98.50
Total Other Current Assets	**$302.00**
Total Current Assets	**$32,899.72**
Other Assets	
Security Deposits	3,520.00
Total Other Assets	**$3,520.00**
TOTAL ASSETS	**$36,419.72**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Cards Outstanding	630.00
Marketplace Reservations Received in Advance	180.00
Payroll Liabilities	0.00
Federal Taxes (941/944)	1,294.33
IN Income / Local Taxes	278.72
IN Unemployment Tax	15.44
Total Payroll Liabilities	**1,588.49**
Revenue Received in Advance	4,444.44
Sales tax payable	1,011.03
Total Other Current Liabilities	**$7,853.96**
Total Current Liabilities	**$7,853.96**
Total Liabilities	**$7,853.96**
Equity	
Retained Earnings	4,599.78
Net Income	23,965.98
Total Equity	**$28,565.76**
TOTAL LIABILITIES AND EQUITY	**$36,419.72**

Indiana Artisan, Inc.

PROFIT AND LOSS

October 2019

	TOTAL
Income	
Adhesive Logo Income	81.60
Carmel 4CDC Lease Assistance Grant	4,000.00
Carmel Arts Grant	4,444.44
Friends of Indiana Artisan	87.42
Fundraising	
Board Member Gifts	300.00
Grants	6,978.75
Total Fundraising	**7,278.75**
Membership Dues	8,301.70
Retail Sales Income	
Store Retail Sales - Carmel	9,064.88
Store Retail Sales - French Lick	6,579.17
Total Retail Sales Income	**15,644.05**
Total Income	**$39,837.96**
GROSS PROFIT	**$39,837.96**
Expenses	
Administrative Costs - Computer/Software	
Software	225.88
Total Administrative Costs - Computer/Software	**225.88**
Administrative Costs - Insurance	
Workmen's Comp	50.91
Total Administrative Costs - Insurance	**50.91**
Administrative Costs - Office Expense	
Bank Charges	29.00
Postage	68.68
Supplies	82.03
Total Administrative Costs - Office Expense	**179.71**
Administrative Costs - Programs	
Jury Expense	127.60
Marketing - IA General	26.99
Total Administrative Costs - Programs	**154.59**
Administrative Costs - Wages & Benefits	
Admin/Support Wages	2,597.34
Payroll Service	95.00
Payroll Taxes	199.03
Total Administrative Costs - Wages & Benefits	**2,891.37**
Carmel Arts Grant Expenses	133.70
Carmel Arts Marketing and Promotional	871.96
Total Carmel Arts Grant Expenses	**1,005.66**
Carmel Store	
Artisan Payments	5,677.64

	TOTAL
Payroll Taxes	122.14
Rent	6,000.00
Repair & Maintenance	65.00
Square Charges	239.26
Supplies & Materials	144.33
Utilities	417.39
Wages	1,548.03
Total Carmel Store	**14,213.79**
French Lick Store	
Artisan Payments	4,217.51
Mileage / Meals	182.70
Payroll Expenses	
Taxes	185.82
Wages	2,280.00
Total Payroll Expenses	**2,465.82**
Square Charges	155.20
Supplies	82.50
Total French Lick Store	**7,103.73**
Payroll Expenses	
Taxes	0.00
Wages	0.00
Total Payroll Expenses	**0.00**
Total Expenses	**$25,825.64**
NET OPERATING INCOME	**$14,012.32**
NET INCOME	**$14,012.32**

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning , 2018, and ending , 20

B Check if applicable:
- [x] Address change
- [ ] Name change
- [ ] Initial return
- [ ] Final return/terminated
- [ ] Amended return
- [ ] Application pending

C Name of organization: Indiana Artisan, Inc.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 22 N Rangeline Road — Room/suite

City or town, state or province, country, and ZIP or foreign postal code: Carmel, IN 46032

D Employer identification number: 27-0813316

E Telephone number: 317-607-5243

G Gross receipts $ 329,267

F Name and address of principal officer: Rosalyn Demaree

H(a) Is this a group return for subordinates? [ ] Yes [x] No

H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. (see instructions)

I Tax-exempt status: [x] 501(c)(3) [ ] 501(c) ( ) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: ▶ www.IndianaArtisan.org

H(c) Group exemption number ▶

K Form of organization: [x] Corporation [ ] Trust [ ] Association [ ] Other ▶

L Year of formation: 2009

M State of legal domicile: IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: Indiana Artisan is an economic development org. identifying, recognizing and leveraging the work of high-quality Indiana-based artists and food producers to create a brand that defines exceptional Hoosier art and foods. To accomplish this, it supports the expansion of the artisans' businesses.

2 Check this box ▶ [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	10
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	10
5	Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	25
6	Total number of volunteers (estimate if necessary)	6	250
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	
b	Net unrelated business taxable income from Form 990-T, line 38	7b	

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	32887	31693
	9	Program service revenue (Part VIII, line 2g)	114410	129202
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	45757	64620
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	193054	225515
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		
	14	Benefits paid to or for members (Part IX, column (A), line 4)		
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	106601	88598
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶		
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	107180	134816
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	213781	223414
	19	Revenue less expenses. Subtract line 18 from line 12	(20727)	2101

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	56644	47651
	21	Total liabilities (Part X, line 26)	54245	43052
	22	Net assets or fund balances. Subtract line 21 from line 20	2399	4599

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN

Firm's name ▶ — Firm's EIN ▶

Firm's address ▶ — Phone no.

May the IRS discuss this return with the preparer shown above? (see instructions) [ ] Yes [ ] No

INDIANA ARTISAN BOARD OF DIRECTORS
January 1, 2020

Barb Richards, Chair
Director of Engagement, Embassy Theatre; Fort Wayne, Indiana

Jay Noel, Vice Chair
CEO, Abbotts Candy; Hagerstown, Indiana

Bill McCune, Treasurer
Retired Vice President of Business Services/Controller, Ball State University
Muncie, Indiana

Amy Greely, Secretary
Jewelry Designer, Amy Greely Studio; Nashville, Indiana

Rosalyn Demaree
President and Executive Director; Atlanta, Indiana

Amy Ahlersmeyer
Chief Marketing Officer, Indiana State Museum and Historic Sites, Zionsville, Indiana

Chip Kalleen, ASID
Principal, Kalleen & Co. Interior Design; Indianapolis, Indiana

Betsy Knotts
Graphic Designer Indianapolis, Indiana

Dave Lee
Glass Artist, Hot Shop Valpo; Valparaiso, Indiana

Shannon Linker
Interim President, Arts Council of Indianapolis; Indianapolis, Indiana

Eris Rogers
Executive Director, ArtsPlace; Portland, Indiana

Dave VanWye
Owner, Amazing Hazel's; Indianapolis, Indiana

Exhibit G

Indiana Artisan Year-End Report
For 2019 Carmel Arts Grant

There are few descriptors that adequately describe the impact the 2019 Carmel Arts Grant had on Indiana Artisan's year. The board, staff and 212 artist members believe our organization's impact on the state and Carmel arts communities was also strong, fueled largely by the city's $40,000 in funding.

"Having the Indiana Artisan store (back in the Arts District) the past year has brought many customers into the Arts & Design District, allowing other artists in Carmel to benefit from sales produced by these additional customers," says Indiana Artisan fine art photographer Marie Reamer, who is a partner in Art on Main Gallery & Gifts. "Having the store in Carmel has educated other Carmel artists to the benefits of becoming an Indiana Artisan. Having such a vibrant artisan store in the Arts & Design District has lent additional credibility to the District as a destination to find that perfect piece of art or artisan gift."

Indiana Artisan used the grant prudently, budgeting $15,000 for marketing and $25,000 for administrative support to operate the store that opened May 1 on Rangeline Road in the former Hoosier Salon building.

MARKETING DOLLARS INVESTED EFFECTIVELY

One of our primary concerns about the new location was foot traffic on Rangeline Road, since that block doesn't yet have the variety of stores and eateries that Main Street attracts. We invested grant money in sandwich board signs for the corner of Main and Rangeline to direct people to our store, as well as one in front of the store. We have faced unexpected problems getting permanent signage made to hang on the front of the building. (The city has been part of the solution, not the problem.) We continue to work on resolving that and now have a company working with us. The estimated cost is about $2,400.

Indiana Artisan's mission is to help artists develop markets for their work. One of the original food artists told us in the early years of Indiana Artisan, "The word free is not in our business plans," so we repeatedly look for ways we can buy members' work when we need giveaways or prizes. Marketing money in the grant afforded us the opportunity to buy several hundreds of dollars of work that was given as welcome back and thank you gifts, monthly door prizes, donations to Carmel-based events such as Art of the Dog, community auctions, including a recent one for the Carmel Clay Library, and the WIPB telesale, where eight live interviews with artists and staff spotlighted work available in the Carmel store to viewers in north central Indiana. Indiana Artisan sees these giveaways as a win-win – the artists' work gained visibility and the organization was able to be a partner in community events and promote the Arts District.

Additionally, the store was featured this year on Where's Sherman, a Fox Morning News feature; in the Carmel, Fishers and Westfield editions of the Current newspapers; on WFYI's Curious Mix (Facebook video); in Carmel and At Carmel magazines; and in several Indiana Arts Commissions newsletters. It was also used as background scenery in a TV commercial for IU Health.

Marketing funds from the grant allowed us to buy advertising in traditional and new media. Indiana Artisan bought ads promoting the store, as well as the Arts District, in the Hoosier Salon Exhibition's catalog and the 2020 Indiana Travel Guide, and we boosted social media posts about District events such as gallery walks, Artomobilia and the Art of Wine on Facebook.

Indiana Artisan believes in the need to create arts districts across the state and appreciates that our store is in the premier one. We take our commitment to be a strong corporate neighbor seriously, which is why anything we do for the store, we also consider what we can do for the District. We have

partnered with other businesses, offering a discount to their customers; orchestrated events to bring our customers and social media followers to the District during the many city-hosted events there; and created special events at Indiana Artisan Gifts & Gallery designed to encourage people to come to the District even when special events are not being held.

Indiana Artisan used marketing funds to make the events more special – hiring a Carmel harpist for "4 Artists, 3 Brushes & 1 Harp," a performance painting event on the night of the October Meet Me On Main; renting tents for "Indiana Artisan Al Fresco," a Friday evening tasting in early summer that featured a half dozen Artisan food and beverage producers in the garden next to the store; and providing refreshments for a variety of events.

It was our intention to rebuild the 5-year-old IndianaArtisan.org website in 2019. However, we discovered this would be a daunting undertaking for a one-person staff while simultaneously opening a new store. Though the new website will not debut until 2020, we were able to get the process started using marketing funds from the grant. A writer was contracted to develop the heart of the website – a page for each of the artisans that tells their stories, has links to their contact information and includes a photo gallery of their work. Her assignment was significant, as she not only had to write content for the 10 new artists whose work was designated Indiana Artisan this fall, but also is updating the content for the 200 artists who were members before this year, some for more than a decade.

Altogether, marketing expenses are projected to total $5,853 this year, not including the time paid to the director to plan, organize, promote and carry out the marketing programs. We conservatively estimate that to be an additional $9,147.

ADMINISTRATIVE SUPPORT FUNDING SPENT WISELY

Staffing a nonprofit program as diverse and far-reaching as Indiana Artisan is a challenge. The Carmel store sells work on consignment, giving 60 percent of sales to the artisans. Because the store is not a co-op or partnership like CCA Gallery or Art On Main, where artists rent their space monthly, labor laws require Indiana Artisan to pay everyone who works in the store; we cannot use volunteers to staff the store, which is regularly open nearly 50 hours a week and more during Arts Districts events.

Indiana Artisan kept payroll costs to a minimum in 2019 by inviting artists to work in the store for minimum wage and receive 75 percent of their sales. Using artists, who felt a personal investment in the store, not only helped Indiana Artisan keep costs down, it was an interest-generator for customers to meet the artists and learn more about their work. Their pay was possible because of the Carmel Arts Grant.

The store payroll and taxes for the year are projected to be $13,553. Based on the first 10 months of the year, the premium consignment we're paying to artisans who work in the store is estimated at $3,142 for 2019. In addition to sundry other duties, the director managed the store, working to stock it, bring new artists on board, maintain the inventory records, and do the bookkeeping. We calculate that $8,305 of her $36,699 salary was spent this way and funded through the grant.

RESOLUTION NO. BPW 01-22-20-15

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Indiana Association of Chinese-Americans (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, KWAN HUI, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 3,500.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

N/A

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Indiana Association of Chinese-Americans **("Grantee")**

By: _____ (Signature)

Printed Name of Officer: DOUGLAS HSU Title: President of IACA

Date: 11/18/19

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12-30-19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: INDIANA ASSOCIATION OF CHINESE-AMERICANS
Address: 11008 LAKESHORE DR. EAST,
CARMEL IN 46033
Telephone: 317-523 0324 Fax:
Contact Person: KWAN HUI
Email: KWANHUIMAIL@GMAIL.COM

APPLICATION AMOUNT: $ 5,972

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Please kindly refer to attachment

By: Douglas
Printed Name of Officer: DOUGLAS HSU
Title: PRESIDENT
Date: 11/19/19

(Additional pages may be added to Exhibit "A")

Exhibit "B" - Budget for Calendar Year 2020

ITEM	COST Each	TOTAL COST
1. CAPITAL INVESTMENT - Cost to purchase one lion props to replace a retired ones. Lion heads are made of wax paper and bamboo strips that do not stand current frequent intense use. Team has 4 lions, one is expected to retire each year. http://www.china-cart.com/d.asp?a=Liu+Bei+FUT+SAN++Lion+Dance+Costumes+Complete+Set+%2F+Lion+Dance+Lantern&d=9441	$798	$798
2. CAPITAL INVESTMENT - Cost to purchase one CHILDREN's lion props http://www.china-cart.com/d.asp?a=Children+Lion+Dance+Costumes+Complete+Set&d=9272	$350	$350
3. CAPITAL INVESTMENT - Cost to purchase a 30 inch pc monitor for exhibition purpose in festival booths diaplsys.	$300	$300
4. CAPITAL INVESTMENT - 10 pair of lion dance shoes Requested last year but did not have budget for the purchase http://www.china-cart.com/d.asp?a=Professional+Lion+Dance+Shoes&d=38725	$79	$790

CAPITAL INVESTMENT Sub-TOTAL **$2,238**

5. For CarmelFest 2020 July 4 Parade operation expenses estimate is based on 2019 CarmelFest 4th Parade costs. The budget proposal includes reimburse each participant gas mileage and a fast food lunch, plus décor supplies, bottled water, ice, energy bars, etc.
In 2019 parade, we had over 60 participants (Performers, Cheer walkers,

pick-up truck, vintage army jeep)	$1,200	$1,200
6. For 2020 Carmel July 4 Parade, we plan to invite a guest performing troupe Cost to reimburse participants on gas mileage and fast food lunch.	$200	$200
7. Carmel-Xiangyang Sister City Mooncake Festival 2019 performers reimbursement		$50
8. Operation cost on **other** activities in 2020, such as International Fest, Asian Festivals, other festivals, Lunar New Year, presentations in museums, IPS, hi schools, IUPUI, partnership with Butler University Indianapolis Community Requirement Program, etc. (Pls ref to 2019 activity list); rehearsal reimbursement, **supplies**, per diem, etc. (based on 2019 costs)	$2,000	$2,000
Operation Cost Sub-TOTAL		**$3,450**
Capital Investment & Operation Cost Sub-TOTAL		**$5,688**
9. Estimate additional 5% margin on Sub-TOTAL of $5688		$284
GRAND TOTAL		**$5,972**

Appendix

IACA does not charge membership fee.
IACA income for 2018 including the $3500 Carmel Art Grant was $9317.
This budget proposal is based on **actual** cost of the Liona Dance Program up to November 20, 2019.
IACA Lion Dance Program operated on a **deficit of $1759** WRT the 2019 Carmel Grant as of Nov 20, 2019.
Itemized accounting sheet available upon request

SS-C 35

STATE OF INDIANA

OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AMENDMENT

7311-568 05

To Whom These Presents Come, Greeting:

I, LARRY A CONRAD, Secretary of State of the State of Indiana, hereby certify that

INDIANAPOLIS ASSOCIATION OF CHINESE-AMERICANS, INC.

a corporation duly organized and existing under the laws of the State of Indiana, has this day filed in the office of the Secretary of State, Articles of Amendment showing an amendment to the articles of incorporation of said company, in accordance with the Indiana General Not-For-Profit Corporation Act (approved March 7, 1935) (The Indiana Not-For-Profit Corporation Act of 1971 (approved September 2, 1971);

WHEREAS, upon due examination, I find that they conform to law:

NOW, THEREFORE, I, LARRY A. CONRAD, Secretary of State, hereby certify that I have this endorsed my approval upon all copies of Articles so presented, and, having received the fees required by law, in the sum of $26.00, have filed one copy of the Articles in this office and returned the remaining copies bearing the endorsement of my approval to the Corporation.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 5th *day of* June, 19 78

LARRY A. CONRAD, *Secretary of State*

By ..... *Deputy*

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: May 19, 2014

INDIANA ASSOCIATION OF CHINESE
AMERICANS INC
PO BOX 18
CARMEL, IN 46082

Person to Contact
Ms. Wiles
Toll Free Telephone Number:
877-829-5500
Employer Identification Number:
23-1156805

Dear Sir or Madam:

This is in response to your April 7, 2014 request for information regarding your tax-exempt status.

Our records indicate you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 1976.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/charities for information regarding filing requirements. Specifically, note that section 6033(j) of the Code automatically revokes the tax-exemption of any organization that fails to satisfy its filing requirement for three consecutive years. The automatic revocation of exemption is effective as of the due date of the third required annual filing or notice. The IRS maintains a list of organizations whose tax-exempt status was automatically revoked at IRS.gov.

If you have any questions, please call the phone number in the heading of this letter.

Sincerely,

Tamera Ripperda
Director, Exempt Organizations

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, KWAN HUI, an authorized representative of Indiana Association of Chinese-Americans ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 9,317.

Signature

Printed Name KWAN HUI

Subscribed and sworn to before me, the undersigned Notary Public, this 19th day of November, 2019.

MARTA KACZANOWSKA
Notary Public - Seal
Hamilton County - State of Indiana
Commission Number 709495
My Commission Expires Jan 18, 2026
[SEAL]

Signature - Notary Public

Printed Name MARTA KACZANOWSKA

Resident of Hamilton County, Indiana

My Commission Expires: Jan 18, 2026

Summary of IACA 2018 Income & Expenses

Date	Income	Expense
IACA Chinese New Year Celebration	$4,460.00	$4,060.56
Carmel Art Grant Award	$3,500.00	
Lion Dance Program		$3,993.31
Other income e.g contribution and honorarium	$1,200.00 $157.00	
Donation to ICCCI organized Chinese New Year 'Spectacular' performance from China		$1,000.00
Membership of Nationalities Council of Indiana		$50.00
Dragon Boat Festival Picnic		$143.16
International Festival		$168.75
Senior Day donation		$116.14
Lion Dance Team lunch		$60.00
PO Box rental		$75.00
Tax Return Preparation fee		$195.00
Insurance policy		$255.00
Total Expenses		**$10,116.92**
Total Income	**$9,317.00**	
Balance 2018	-$799.92	

Form **990-EZ**

Department of the Treasury
Internal Revenue Service

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ **Do not enter social security numbers on this form as it may be made public.**

▶ **Go to *www.irs.gov/Form990EZ* for instructions and the latest information.**

OMB No. 1545-1150

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning , and ending

B Check if applicable:
- [ ] Address change
- [ ] Name change
- [ ] Initial return
- [ ] Final return/terminated
- [ ] Amended return
- [ ] Application pending

C Name of organization: INDIANA ASSOCIATION OF CHINESE AMERICANS INC.

Number and street (or P.O. box, if mail is not delivered to street address): PO BOX 3888 | Room/suite:

City or town: CARMEL | State: IN | ZIP code: 46032

Foreign country name | Foreign province/state/county | Foreign postal code

D Employer identification number: 23-1156805

E Telephone number: (317) 250-3388

F Group Exemption Number ▶

G Accounting Method: [X] Cash [ ] Accrual Other (specify) ▶

H Check ▶ [X] if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: ▶ www.iacaonline.org

J Tax-exempt status (check only one) — [X] 501(c)(3) [ ] 501(c) ( )◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are $200,000 or more, or if total assets (Part II, column (B)) are $500,000 or more, file Form 990 instead of Form 990-EZ ▶ $ 9,317

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I [X]

Revenue	1	Contributions, gifts, grants, and similar amounts received		1	4,700
	2	Program service revenue including government fees and contracts		2	4,610
	3	Membership dues and assessments		3	
	4	Investment income		4	7
	5a	Gross amount from sale of assets other than inventory	5a		
	b	Less: cost or other basis and sales expenses	5b		
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)		5c	0
	6	Gaming and fundraising events			
	a	Gross income from gaming (attach Schedule G if greater than $15,000)	6a		
	b	Gross income from fundraising events (not including $ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000)	6b		
	c	Less: direct expenses from gaming and fundraising events	6c		
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)		6d	0
	7a	Gross sales of inventory, less returns and allowances	7a		
	b	Less: cost of goods sold	7b		
	c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)		7c	0
	8	Other revenue (describe in Schedule O)		8	
	9	**Total revenue.** Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶		9	9,317
Expenses	10	Grants and similar amounts paid (list in Schedule O)		10	
	11	Benefits paid to or for members		11	
	12	Salaries, other compensation, and employee benefits		12	
	13	Professional fees and other payments to independent contractors		13	
	14	Occupancy, rent, utilities, and maintenance		14	
	15	Printing, publications, postage, and shipping		15	
	16	Other expenses (describe in Schedule O)		16	6,609
	17	**Total expenses.** Add lines 10 through 16 ▶		17	6,609
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)		18	2,708
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)		19	28,748
	20	Other changes in net assets or fund balances (explain in Schedule O)		20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶		21	31,456

For Paperwork Reduction Act Notice, see the separate instructions.

HTA

Exhibit "F"

Indiana Association Of Chinese-Americans, 2019 Officers

Name	Office	E-mail Address
Doug Hsu	President	dougandindira@gmail.com
Benny Ko	President Elect	dogold@aol.com
Quyen Hoang	Council Member	qqhoang@gmail.com
Vicky Ko	Council Member	vko3388@gmail.com
Dave Wolverton	Council Member	dwolv3139@gmail.com
Marilyn Jacobs	Council Member	jakesjaq@aol.com
Kwan Hui	Council Member	kwanhuimail@gmail.com

Year End Report

Please review below the document titled ***2019 IACA Lion Dance Invitations & Presentations*** for a summary of our activities.

The total expenses from January 1, 2019 through November 14, 2019 are $5,258.90. This includes:

- Capital expenses: $1,538.94 in purchasing one lion prop, dance pants and logo flags
- CarmelFest July 4th Parade expenses: $1,201.86
- All other Expenses : $2,518.10

A detailed expense report is available upon request.

Funds received from the 2019 Arts Grant Program have enabled the IACA Lion Dance Team to greatly enrich Carmel, Indianapolis, and other Hoosier communities with this popular Asian folk art. The grant has allowed thousands of Hoosiers to be introduced to and be encouraged by this unique Asian tradition, promoting greater cross-cultural understanding.

Grant Acknowledgement

IACA has regularly acknowledged the gracious support of the City of Carmel at our presentations and exhibitions, in both written and verbal forms as appropriate. For examples, please refer to the online videos and photo albums cited in the ***2019 IACA Lion Dance Invitations & Presentations*** document below.

IACA welcomes feedback and suggestions from the Grant committee on how to further enhance recognition of the Arts Grant Program in the future.

2019 IACA Lion Dance Invitations & Presentations

Nov 7-9, 2019 - NCI 43nd Indy International Festival at State Fairgrounds
Purpose: Promote cultural diversity in the State of Indiana
https://www.youtube.com/watch?v=ik4wWLf8gEQ&feature=youtu.be

Sept 28, 2019 - TURN Festival
Purpose: TURN Festival is Paramount School of Excellence's annual event and fundraiser celebrating urban sustainability
https://photos.google.com/share/AF1QipMgIUAQDHAKXX5uZ3N2dxIt52jtxfvmqwL29xo3da0f_xB7fl2czpO3Zb7biq1ZGA?key=UUlSZ2d1eGRvZGM2bUFWdXQ3V19GWk5Yem1BMUZB

Sept 21, 2019 - 13th Annual Taste the Difference Festival and Sister Cities Fest.
Purpose: Promote cultural diversity in the State of Indiana as well as global sister cities of Indianapolis
https://photos.google.com/share/AF1QipM0TDed6GQDpqOsth5OZ15fkn3j1VivJgFXgYQDJOGcbgoXUe3p19EiaHzrPSPrvQ?key=cm1kYnRDbUQzOXFYUk5JemtOS0lPNHN5MUxfbG53

July 4, 2019 – CarmelFest 4th Parade

Purpose: Celebrate the birthday of our great nation and show support for American freedom

Note that the CarmelFest parade is our single largest event of the year, where we invest the most financial and human resources

https://photos.google.com/share/AF1QipNq7jlgxDqtmIcA0WbeSlun1IyBNjLg4vRTXtkrBV5aCj4jtlxrAlw5Y1d9LSoCRQ?key=VmNHSFhabm15ZkdNa2JuQWk3a3drQndiR2UwUm13

https://www.youtube.com/watch?v=ZE-cjkSQouw&feature=youtu.be

https://www.youtube.com/watch?v=9aoLwPdILD8&feature=youtu.be

IAAT coverage
http://2015.indychinesenews.com/wp-content/uploads/2019/07/iaat-07192019.pdf Pages 4 and 6

Jun 23, 2019 - Asian Festival at Indiana State Museum
Purpose: Promote cultural diversity and Asian-American heritage in the State of Indiana
https://www.youtube.com/watch?v=EhEMbYKV9Xg&feature=youtu.be

May 18, 2019 - 33nd Annual IPS/IEA Multicultural Festival
Purpose: Celebrate multiculturalism and promote racial harmony

Apr 27, 2019 - Westfield Washington Public Library Cultural Presentations
Purpose: Promote multicultural awareness and education

Apr 14, 2019 - IUPUI Asian heritage dinner 2019
Purpose: Promote Asian-American heritage
https://photos.google.com/share/AF1QipMCWstEQPIkW4cVLcLPG2wz33zpva2TNMDFV2KUTEnHoe79jWyfMFP_wi03VDdHBA?key=RFN2WkRYNkFRSENJbDJBYURHVGNFb0JzYTNvdDVB

Feb 26, 2019 - IUPUI Asian and Pacific American Faculty and Staff Council's Spring Reception
Purpose: The mission of the Asian Pacific American Faculty and Staff Council [APAFSC] at Indiana University-Purdue University Indianapolis [IUPUI] is to support educational, professional, social and cultural opportunities for faculty and staff members who self-identify as Asian Americans and/or share the Asian/Pacific American values (http://www.apafsc.iupui.edu/index.php)

https://photos.google.com/share/AF1QipMme2JEKgYxJtkNggwaObTBLJ1Kku7RHfkQB9J9x8zMP7JNfn0pZP3CLiesqif73g?key=elBWQ2c5RHRXRUp2MlJkcGpHMVJGV1pWalNkRWpn

Feb 23, 2019 - Zionsville (Indiana) Chinese New Year Celebration
Purpose: Celebrate Chinese New Year

Feb 17, 2019 - Columbus (Indiana) Chinese New Year Celebration
Purpose: Celebrate Chinese New Year
https://www.youtube.com/watch?v=r0Vr2a0tolE&feature=youtu.be

Feb 15, 2019 - Mt. Vernon High School, Fortville, IN, Chinese NY
Purpose: Celebrate Chinese New Year
https://www.youtube.com/watch?v=Y_q1cDsclcg&feature=youtu.be

Feb 11, 2019 - Pacers Game Promotion
Purpose: Promote good citizenship
https://photos.google.com/share/AF1QipO8vFWSCtiKMHp7nuHMMT3QETTSvLv9-QqlkmZaw_IBhXmlQcGO9-8qJNtjBSLgag?key=dlZyMHU5cTl3bENkajVWNk1GTVktelBRR2tsb1J3

http://2015.indychinesenews.com/wp-content/uploads/2019/02/P1-12-02152019-web2.pdf Page-6

Feb 4, 2019 – South Indianapolis Chinese New Year Celebration
Purpose: Celebrate Chinese New Year

Feb 3, 2019 - Anderson (Indiana) Chinese New Year Celebration
Purpose: Celebrate Chinese New Year
https://www.youtube.com/watch?v=zQPjaIJT-4c&feature=youtu.be

Feb 2, 2019 – Indiana Association of Chinese-Americans Chinese New Year Celebration
Purpose: Celebrate Chinese New Year
https://photos.google.com/share/AF1QipMR6USicNiNVDkqf-0AleIz4KTpvrWyJNpeUettxCbK1WTBEbBIE5hoxIGIDcuo8A?key=NWVPZVdreHRsQlNLTjFMNEFyTEZYeGZKSEhwdjhR

RESOLUTION NO. BPW 01-22-20-16

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Indiana Ballet Conservatory (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Sarah Ames, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 25,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Indiana Ballet Conservatory **("Grantee")**

By: _____ (Signature)

Printed Name of Officer: Sarah Ames Title: Treasurer

Date: 11/20/2019

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12-30-19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Indiana Ballet Conservatory
Address: 849 West Carmel Drive
Carmel, IN 46032
Telephone: 317-847-9210 Fax: _____
Contact Person: Sarah Ames
Email: sames@doz.net

APPLICATION AMOUNT: $ 75,000

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Please see attached exhibit A

By: Sara Ames
Printed Name of Officer: Sarah Ames
Title: Treasurer
Date: 11/20/19

(Additional pages may be added to Exhibit "A")

INDIANA BALLET
CONSERVATORY
Honoring Tradition. Inspiring Innovation.

Indiana Ballet Conservatory – 2020 Grant Application – Exhibit A

Indiana Ballet Conservatory is a 501c3 not-for-profit organization situated in Carmel that is dedicated to supporting and furthering the arts through the teaching of dance and ballet, producing ballet productions and performances of dance and music including new choreography created by the Artistic Staff, and engaging in outreach to the artistically underserved through free performances, workshops and other events.

IBC has three primary and complementary missions:

- To provide premiere dance instruction to a growing community of youth through education of the highest excellence by unparalleled instructional methodology and renowned instructors;
- To provide professional performance opportunities for talented students that will reach an ever-broadening audience of those who appreciate art in Indiana;
- To connect with the community through free performances and educational opportunities for everyone including the underserved, the elderly, and those with disabilities or special needs.

IBC is the only organization in Indianapolis that meets certain specific dance education needs and it is the only dance school that provides community outreach and free performances to the extent that it does each year in Indianapolis and Carmel. IBC is the only ballet school in Indiana that exclusively teaches the Vaganova method of Ballet instruction, which is a unique method taught at the famed Vaganova Academy in St. Petersburg, Russia and passed down through graduates of the school, who include IBC faculty. IBC's instructors have qualifications to teach in this area that are not matched by any other school or instructors in Indianapolis. The Vaganova Method adheres to a strict curriculum of study that balances strength, grace, stamina, artistry, and acting and includes ballet exams at each level before a student moves on to the next Level. IBC's reputation and methodologies have attracted students from numerous states across the United States and five other countries including Canada, Italy, Australia, Austria, and Japan. IBC, and its students, competing against other dance schools from Indiana and from across the country in international competitions such as the Youth America Grand Prix, ADC|IBC International Ballet Competition, and Universal Ballet Competition have won numerous awards, including being named Outstanding School for the 8th year in a row. Additionally, IBC has been recognized for Outstanding Teacher, Outstanding Choreographer, 1st place in Ensembles, and

many 1st place awards in other categories. Attached is a copy of IBC's 2019 competition achievements. In addition, IBC is the only Indiana dance school that provides each year hundreds of free tickets to its performances to needy children with economic and medical challenges, distributed through local charitable organizations including Indianapolis Public Schools, VetTix, Make-A-Wish, and many others. IBC makes a significant number of appearances throughout Carmel and Indianapolis each year to enrich and share the arts with the artistically underserved.

This grant will enable IBC to continue providing unparalleled artistic instruction to Indiana dancers, to continue creating and sharing with the community dance productions of the highest caliber, and to share art with the artistically underserved throughout Indiana.

Indiana Ballet Conservatory seeks a Grant in the amount of $75,000 to maintain and expand its arts programs. These funds would be spent in the following way:

- Productions: 27% or $20,250 would be spent to support the costs associated with IBC's professional ballet productions, and the cost of creating new and innovative productions, including costs to upgrade or purchase new costumes and sets for IBC's productions. These funds would enable IBC to continue its efforts to share the beauty of traditional ballets and the excitement of new and innovative choreography with Indiana audiences, consistent with IBC's philosophy of "Honoring Tradition & Inspiring Innovation." **As was the case during the 2018/2019 Grant Year, IBC would allocate production funds from a Carmel Arts Grant to its Carmel performances only.**

- Scholarships: 13% or $9,750 would be spent to support scholarships for highly talented students at the Conservatory who are economically-challenged. These funds would enable IBC to keep very talented students who have developed through the Conservatory's training over the years and who show professional promise even when such student's family situation makes it difficult or impossible for them to continue paying tuition. Both the Conservatory and the student would benefit immensely in such cases by the continuity in training.

- Faculty Compensation and General Operating: 40% or $30,000 of the funds would go towards Faculty Compensation and other operating expenses to enable IBC to continue its three-part mission including **the provision of dance classes and Master Classes in Carmel and the development of its Carmel productions**. IBC's Artistic Faculty is unparalleled anywhere in the Midwest in the scope of their performance careers, their academic training, and their results measured by choreography awards and the success of graduates of the Conservatory. (See Attached Faculty Bios). Notwithstanding their credentials, the small annual budget of IBC has kept Faculty salaries very low in relation to comparable professionals. These funds would enable

IBC to retain its current quality Faculty which is a critical component of IBC's artistic value to the Carmel community.

- Outreach: 20% or $15,000 would be spent in outreach, by providing access to IBC performances to children and families in need who are underserved artistically. The funds would cover the costs of tickets to productions and enable IBC to bring its art to students and members of the community in Carmel in a variety of venues. These funds would make a significant contribution to bringing the art of dance to those who might otherwise never have that introduction. **IBC commits to using these funds for its Carmel productions and outreach to include and encompass Carmel families and children.**

Indiana Ballet Conservatory Awards 2018-2019 Year

YAGP Indianapolis

Outstanding School
Outstanding Choreographer
1st Place Ensembles for all IBC Ensemble Pieces
1st Place Pas de Deux- D4U- Amelia Happel and Ethan Gold

1st Place Classical Junior - Noah Siedl
2nd Place Classical Senior- Women- Amelia Happel
1st Place Contemporary Senior- Women- Sydney Revvenaugh
2nd Place Contemporary Senior- Women- Maren Goddard
2nd Place Contemporary Senior - Men-Ethan Gold
3rd Place Classical Senior Men- Ian Anderson-Conlon
3rd Place Contemporary-Junior- Tenly Devoe
1st Place Classical Pre-Competitive- Aiden Johns
3rd Place Contemporary-Pre-Competitive- Aiden Johns
2Top 12 Classical - Margaux Manuel and Sam Greene
7 Top 12 Contemporary - Jackie Livingston, Katie Casavan, Chloe Sun, Sophia Gladkov, Margaux Manuel, Ashlie Rohan
3Top 24 Classical - Camille Korte, Landrie Adams, Katie Casavan

YAGP Pittsburgh
-2nd place Classical Variation Senior Men's- Ethan Gold
-3rd place D4U- Ensemble category-Maren Goddard and Ethan Gold
-Top 12 Contemporary Solo Senior Men's- Ethan Gold

YAGP Kansas City
3rd Place Pas De Deux- Abbigail Kimball and Ian Anderson-Conlon
Top 12 Contemporary -Junior-Abigail Kimball
Top 12 classical -Junior-Abigail Kimball
3rd Place Contemporary -Junior-Phoebe Burell

YAGP Atlanta
3rd Place Classical Senior Women- Amelia Happel
1st Place Contemporary Senior Women- Amelia Happel
3rd Place Classical- Junior- Jaiden Jimerson
Top 12 Classical Pre-Competitive- Hailey Fletcher
Top 12 Contemporary Pre-Competitive- Hailey Fletcher

YAGP Chicago
Top 12 Contemporary Pre-Competitive- Peri Ingram, Merritt Goheen

YAGP Boston
Top 24 Classical- Junior-

YAGP Houston
2nd Place Classical- Senior women- Maren Goddard
Top 12 Contemporary-Senior Women- Maren Goddard

Qualified for NY YAGP Finals
2 Pas De Deux- Abbigail Kimball & Ian Anderson-Conlon, Maren Goddard & Ethan Gold
8 Soloists- Ethan Gold, Ian Anderson-Conlon, Maren Goddard, Noah Siedl, Amelia Happel, Merritt Goheen
1 Contemporary Duo- D4U (both for Marren Goddard/Amelia Happel & Ethan Gold)
6 Ensembles- Midsummer's Night Dream, Statuesque, Till the Very Last Breath, Seguidilla, Different Angle

Awards at YAGP Finals
Bronze Medal- Classical Pre-Competitive- Aiden Johns

WBAC
1st Place Contemporary Senior-
3rd Place Classical Seniors- Camille Korte
1st Place Classical Pre-Competitive- Aiden Johns
1st Place

ADCIBC
2nd Place Junior Classical- Noah Seidl
-2nd place D4U Duo - Amelia Happel & Ethan Gold
3rd Place Ensemble- Statuesque
5th Place Contemporary Senior- Amelia Happel

Year Round and Summer Intensive- Full and partial scholarships
American Ballet Theatre NY
Boston Ballet School-
Ballet West
Houston Ballet
Royal Winnipeg
Washington Ballet
Colorado Ballet Academy
National Ballet School of Canada
Royal Winnipeg
Dutch National
Balletschule Basel
Alberta Ballet School
Patel Conservatory
University of South Carolina School of the Arts

Pittsburgh Ballet Theatre
UNCSA
Bolshoi Ballet
Harrid
Next Generation
Next Generation Ballet
Ballet Arizona
International Ballet Academy Cary North Carolina
Boy's Ballet Summer Intensive
Texas Ballet Theatre

Also Accepted into:
San Francisco Ballet
Kansas City Ballet
Ruth Paige Center for the Arts

IBC FACULTY BIOS

Alyona Yakovleva-Randall, Founding Artistic Director and Master Teacher & Coach

Ms. Yakovleva-Randall is a highly degreed, award-winning ballet dancer, choreographer, teacher, and artistic director. Ms. Yakovleva-Randall began her training at the Academy of Ballet in Novosibirsk and continued to St. Petersburg State University of Culture and Art in Russia, graduating in 1999 with a degree certifying her in Professional Ballet Dance Performance; Choreography; and Ballet, Character, and Historical Dance Instruction. In the summers of 2006, 2007, and 2010 she completed seminars at the Vaganova Ballet Academy of St. Petersburg, Russia, on the preservation and uniformity of the Vaganova Method of ballet instruction.
As a Professor of Performance Arts at Dong Duk's Women's University in Seoul, Korea, Ms. Yakovleva-Randall performed, taught, and choreographed for such renowned organizations as Universal Ballet Company, Chong-Dong Theatre and MadeInDance Company. In 2001, Ms. Yakovleva-Randall began teaching for the Clara R. Noyes Academy of Ballet Internationale for four years. In 2005, Ms. Yakovleva-Randall was named Artistic Director of the Russian Ballet Academy of Indiana (RBAI) and the Indiana Ballet Company. Under her leadership, RBAI won "Outstanding School" at Youth America Grand Prix (YAGP) Regional in 2007, 2009, and 2010. She was also awarded "Outstanding Teacher" in 2006. Ms. Yakovleva- Randall, along with a host of business and legal minds, formed Indiana Ballet Conservatory in 2010.
Ms. Yakovleva-Randall's classical repertoire includes Sleeping Beauty, Giselle, Don Quixote, Paquita, The Nutcracker, Chopiniana, and La Esmeralda. Her contemporary repertoire includes extensive choreography by Leonid Jacobsen, of St. Petersburg, Russia. She also worked with Indra Reinholde of Riga, Latvia – who was choreographing exclusively for Ms. Yakovleva, Vivaldi's Duet for Violin and Orchestra, and several others. She also worked with MadeInDance Company, Seoul, Korea, in the production Floating & Walking. In Indianapolis, Ms. Yakovleva-Randall danced many leading roles in productions for Gregory Hancock Dance Theater, and for the Indiana Ballet Company in On Earth We Stand and Love and Gravity (choreography by Nicholas Owens).
Ms. Yakovleva-Randall has produced the original ballets, Phantom of the Opera— named one of the "Top Fall Events to See" by the Indianapolis Star in 2008, From Shakespeare with Love, and Pulse: Dancing to the Beat of our Own Drummer, and has also choreographed numerous pieces for her students for competition, performances, and festivals.

Under Ms. Yakovleva-Randall's Directorship, IBC has won "Outstanding School" at the YAGP Regional in 2011, 2013, 2014, 2015, 2016, 2017, and 2018. She has also coached students who have won top International awards at YAGP- NY, Moscow International Ballet Competition, ADC|IBC Youth International Ballet Competition, Indianapolis International Ballet Competition, and the International Ballet Competition – Varna. She is currently guiding IBC into the future as the school is flourishing and gaining worldwide recognition as a premier training ground for young dancers.

Awards:
2019,2018, 2017, 2016, 2014 & 2011 Outstanding School & 1st Place Ensembles, Indiana Ballet Conservatory, Youth America Grand Prix
2019 WBAC Outstanding Teacher
2017 Outstanding Coach, ADC|IBC
2017 & 2006 Outstanding Teacher, Youth America Grand Prix
2015 & 2013 Outstanding School, Indiana Ballet Conservatory, Youth America Grand Prix
2018, 2016, 2015 & 2014 2nd Place Pas de Deux, Indiana Ballet Conservatory, Youth America Grand Prix
2017 & 2015 3rd Place Pas de Deux, Indiana Ballet Conservatory, Youth America Grand Prix

2010 Outstanding School & 1st Place Ensembles, Russian Ballet Academy of IN, Youth America Grand Prix
2009 Outstanding School & 1st Place Ensembles, Russian Ballet Academy of IN, Youth America Grand Prix
2007 Outstanding School & 1st Place Ensembles, Russian Ballet Academy of IN, Youth America Grand Prix
1999 Grand Ballerina of Russian Conference for Young Scientists and Specialists

Tatiana Pali, Academy Principal & Ballet Mistress

Ms. Pali is one of only a handful of world-renowned prima ballerinas teaching ballet full-time in the United States, bringing her talents and set of achievements to a very fortunate Indiana Ballet Conservatory. Ms. Pali honors IBC and its students by bringing an incredible history of performance, achievements and awards to IBC's upper level students.
Ms. Pali achieved stardom as a Prima Ballerina with the Moscow Classical Ballet, garnering numerous international awards for her performances in Swan Lake, Don Quixote, Giselle, Romeo & Juliet, The Creation of the World, Paquita, and many others. She won the Gold Medal at the prestigious International Ballet Competition in Varna, Bulgaria, received the August Bournonville prize from the Paris Ballet Academy, was acclaimed with the title "Honored Artist of Russia" and was named as "Best Ballerina of the Year in Moscow" in 1991.
Ms. Pali has been regularly featured in international galas and participated with other gold medalists in the "Russian All-Stars Super Gala" in Tokyo. Indianapolis audiences have enjoyed Ms. Pali in many leading roles in Coppelia, La Sylphide, Giselle, The Creation of the World, and many others. In April 2000, Ms. Pali retired as Principal Dancer with Ballet Internationale by offering a magnificent and unforgettable performance as Scheherazade in A Thousand and One Nights. She continued to assist in the artistic direction of the company and was a member of the Clara R. Noyes Academy, and was a senior instructor with the Russian Ballet Academy of Indiana from 2005-2010. In 2004 and 2007 she was named Outstanding Teacher at the Youth America Grand Prix Competition. Ms. Pali brings decades of experience, credibility, and a worldwide reputation to her position as Academy Principal of the Indiana Ballet Conservatory.

Sergey Sergiev, Gentlemen's & Contemporary Instructor and Choreographer

Born in Bulgaria's capitol, Mr. Sergiev studied ballet at the State Choreographic Institute in Sofia. Following graduation, he joined the National Ballet of Bulgaria where he danced until 2000. In that same year, he joined Ballet Internationale in Indianapolis. His repertoire with the National Ballet of Bulgaria includes featured roles in Swan Lake, Giselle, Zorba the Greek, The Nutcracker and Dracula, and featured roles in Sleeping Beauty, Marz, Interzone, Peter Pan and One Thousand and One Nights with Ballet Internationale.
He has toured internationally in Germany, France, Greece, South Korea, China, Canada, Spain, and other countries. Peter Koldamov, Iasen Valchanov, Irina Kolpakova, Vladilen Semenov, and Eldar Aliev have all played an instrumental role in shaping Mr. Sergiev as an artist.
Mr. Sergiev received the honor of Outstanding Choreographer at the 2009, 2012, 2015, 2017, and 2018 Youth America Grand Prix competition, and 2019 WBAC, as well as the Choreography Award at the 2010 World Ballet Competition.

Roman Nikiforov , Pre-Professional Faculty Member

A native of Ulan-Ude, Russian Federation, Roman Nikiforov started his Vaganova ballet training at age 10 in 1992 with the Buryat Choreography College, Ulan-Ude. In 1998 he was transferred to the Krasnoyarsk Choreography College, Krasnoyarsk. While studying, Roman as an apprentice joined the Krasnoyarsk National Opera and Ballet Theater. In 2000 shortly after graduating Roman got invited to work as a highest category professional ballet artist with the

Russian State Ballet of Moscow. In 2004 he received an offer to join the prestigious Ballet Internationale company and moved to United States Indianapolis, IN. In 2008 as a principal dancer Roman joined the Metropolitan Classical Ballet in Arlington, TX. His repertoire includes all the most known classical ballet parts and roles and many contemporary productions as well. Also since 2005, Roman has extensive teaching experience. In 2016 Roman joined the World Ballet Art Competition as a jury member.

Lalah Hazelwood, Modern & Jazz Instructor
Lalah Ayan Hazelwood began her dance training in Indianapolis, Indiana at Kenyettá Dance Studio under the direction of her mother, Vanessa Owens. She has had the opportunity to study at Deeply Rooted Dance Theater's Summer Intensive,International Association of Blacks in Dance conferences and The Alvin Ailey School on scholarship. She is a 2013 graduate of Indiana University Bloomington. While at IUB, she performed works by Martha Graham, Paul Taylor, David Parsons, Bella Lewitzky, Laurie Eisenhower and Larry Keigwin & Nicole Wolcott. Lalah is a three time, consecutive recipient of the National Society of Arts and Letters' Chapter Career Award in Dance for the Bloomington Chapter. She has performed in many galas at the American College Dance Festival, served as an ambassador for IU Dance at the Kid's Café Festival in Brooklyn, NY and traveled to Birmingham, AL to represent the Bloomington Chapter of NSAL. Lalah has performed seasons with Deeply Rooted Dance Theater (Chicago, IL) and Philadanco (Philadelphia, PA).
She is currently teaching an advanced dance course at her alma mater, Indiana University Bloomington and is the newest faculty member for the Indiana Ballet Conservatory in Carmel, IN. Lalah is a proud member of Alpha Kappa Alpha Sorority, Inc. Lalah is about to enter into her seconc season as Associate Artistic Director for Kenyettá Dance Company.

Brooke Napier. Award Winning Choreographer and Contemporary Teacher. 2018 YAGP Outstanding Choreographer for Statuesque. She teaches part time with IBC

Jaden Perdue:

Jaden Perdue
Ms. Perdue started her ballet training in 2007 and joined Indiana ballet conservatory in 2009 and trained under IBC faculty for 8 years. She joined the pre-professional day program to pursue the opportunity of dancing professionally (2015). Ms.Perdue was apart of several IBC 1st place ensembles in YAGP. She was awarded top 12 soloist in contemporary and classical multiple times(YAGP). She has had the opportunity to attend out of state summer intensives on scholarship. Ms. Perdue received the unique opportunity to have a solo (choreography, Sergey Sergiev) in Butler University's production of crime and punishment. Her repertoire includes The Nutcracker (Masha, Columbine Doll, Chinese Tea, Pas de Trois, Waltz of the flowers, Snow) La Fille Mal Gardée, Cipollino, Pulse and Pointe to the Cure, Evolution of a Dancer, (IBC); Also many various showcases and Variations from ballets including, Swan Lake, Don Quixote, Sleeping Beauty, Flames of Paris, Coppelia, Giselle, La Bayadère, and La Sylphide. Ms.Perdue loves passing down to the next generation of dancers what has been taught and instilled in her through the incredible IBC faculty. Ms.Perdue is very involved with children and has many other aspects in her life that include working with the younger generation.

INDIANA BALLET
CONSERVATORY

Honoring Tradition. Inspiring Innovation.

2019-2020 Operating Budget
--DRAFT--

Income	2019-2020 Budget Amount
5110 Tuition revenue	236,664.00
5111 Registration fee	6,375.70
5120 Private lessons	183,855.00
5121 Summer program	53,000.00
5124 Ticket Sales Summer Gala	-
5127 Audition Fee	200.00
5130 Individual donations	200.00
5140 Corporate donations	3,500.00
5150 Grants	50,000.00
5160 Board Donations	6,000.00
5170 Fundraising	1,500.00
5175 Scholarship Fund	-
5180 Ticket Sales Nutcracker	65,000.00
5181 Nutcracker Gift Table	10,500.00
5182 Ad Sales	100.00
5184 Fall Production Tickets	4,230.00
5185 Fall production income	10,636.00
5186 Spring tickets	7,000.00
5187 Spring perf. - table sales	1,500.00
5188 Nutcracker perf fee	16,000.00
5190 Spring Performance fee	17,000.00
5191 YAGP/Competition fee	51,500.00
5195 Interest Income	2.00
5290 Misc. Income	2,400.00
5291 Closet sales income	-
5292 Parent Association	200.00
5700 Master Class	2,060.00
Total Income	**729,422.70**

Expenses	
6210 Marketing	15,000.00
6250 Fundraising Expenses	-
6311 Office Expense	7,000.00
6320 Professional fees	16,600.00
6330 Salary - classes	172,550.00
6331 Salary - private lessons	125,454.00
6332 Salary-Indep. Contractor	-
6333 Indep Contractor Privates	-
6334 payroll taxes	27,582.63
6335 Admin Salary	43,000.00
6340 Payroll Fees	1,236.00
6350 Lease Expenses	80,855.00
6351 Travel expense	1,000.00
6357 Master Class Expense	4,275.00
6360 Credit Card Charges	20,956.95
6370 Host Families Expense	125.00
6372 Summer Program Exp	8,000.00
6373 Summer Intensive Gala	10,300.00
6390 Misc. Expenses	2,266.00
6450 Utilities	9,785.00
6510 Repair & Maintenance	12,360.00
6520 Nutcracker Performance	65,132.00
6523 Fall Performance	13,356.00
6521 YAGP	51,500.00
6524 Spring performance exp	16,381.74
6600 Tech Grant - Simon	-
6680 Equipment	3,000.00
6710 Insurance	4,635.00
6710 Taxes Paid	-
6711 Fees & Licenses	618.00
6810 Studio Director fee	2,459.64
6812 Bank Charges	500.00
Total Expenses	**715,927.95**
Net Operating Income	**13,494.75**

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

INDIANA BALLET CONSERVATORY, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, June 28, 2010.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 28, 2010.

TODD ROKITA,
SECRETARY OF STATE

2010062900221 / 2010062909430

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 0 9 2011

INDIANA BALLET CONSERVATORY INC
C/O DAUBY OCONNOR & ZALESKI LLC
THADDEUS B ZALESKI
501 CONGRESSIONAL BLVD STE 300
CARMEL, IN 46032

Employer Identification Number:
27-2928161
DLN:
17053299355000
Contact Person:
JOANN DUNHAM ID# 95215
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
July 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
June 28, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

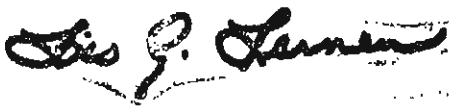
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

INDIANA BALLET CONSERVATORY INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Sarah Ames, an authorized representative of Indiana Ballet Conservatory ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 720,904.

Signature
Printed Name Sarah Ames, Treasurer

Subscribed and sworn to before me, the undersigned Notary Public, this 20TH day of NOVEMBER, 2019.

Wendy C Ketterman
Notary Public Seal State of Indiana
Hendricks County
My Commission Expires 03/28/2024
[SEAL]

Signature - Notary Public
Printed Name WENDY KETTERMAN
Resident of HENDRICKS County, Indiana
My Commission Expires: 3/28/2024

Indiana Ballet Conservatory, Inc.
Balance Sheet
As of July 31, 2019

	Total
ASSETS	
Current Assets	
Bank Accounts	
1101 Savings	128.90
1110 Paypal Accounts	0.00
1120 Operating	18,610.98
1130 restricted account	15,026.77
Bill.com Money Out Clearing	975.00
Total Bank Accounts	$ 34,741.65
Accounts Receivable	
1140 AR-other (Don't Use)	0.00
1145 AR - Other	0.00
Total Accounts Receivable	$ 0.00
Other Current Assets	
1150 AR-Family- SD	8,127.82
1160 Accrued Revenue - Ticket Sales	2,366.45
1240 Prepaid expenses	0.00
Undeposited Funds	0.00
Total Other Current Assets	$ 10,494.27
Total Current Assets	$ 45,235.92
Fixed Assets	
1410 Property and Equipment	95,094.35
1510 Accumulated Depreciation	-83,677.04
Total Fixed Assets	$ 11,417.31
TOTAL ASSETS	$ 56,653.23
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2110 Accounts Payable (A/P)	2,276.79
Total Accounts Payable	$ 2,276.79
Credit Cards	
Credit Card - NBOI	0.00
Total Credit Cards	$ 0.00
Other Current Liabilities	
2111 Other Current Liabilities	11,188.10
2112 AP- audit	0.00
2114 Prepaid revenue	10,523.88
Direct Deposit Payable	0.00
Payroll Clearing	0.00
Payroll Liabilities	
Deduction	0.00

Federal Taxes (941/944)		0.00
IN Income / Local Taxes		729.10
IN Unemployment Tax		17.97
Total Payroll Liabilities	$	747.07
Total Other Current Liabilities	$	22,459.05
Total Current Liabilities	$	24,735.84
Long-Term Liabilities		
2150 Deferred Lease Expenses		0.00
Total Long-Term Liabilities	$	0.00
Total Liabilities	$	24,735.84
Equity		
Opening Balance Equity		2,932.01
Retained Earnings		11,008.15
Net Income		17,977.23
Total Equity	$	31,917.39
TOTAL LIABILITIES AND EQUITY	$	56,653.23

Thursday, Nov 14, 2019 06:13:49 AM GMT-8 - Accrual Basis

Indiana Ballet Conservatory, Inc.
Profit and Loss
August 2018 - July 2019

	Total
Income	
5110 Tuition revenue	218,709.49
5111 Registration fee	8,180.00
5120 Private lessons	190,983.85
5121 Summer program	53,055.00
5124 Summer Program Performace (Gala)	2,461.58
5127 Audition Fee	180.00
5130 individual donations	195.00
5140 Corporate donations	3,979.69
5150 Grants	30,000.00
5160 Board Donations	3,000.00
5170 Fundrasing	1,334.11
5175 Scholarship Fund	275.00
5180 Ticket Sales Nutcracker	70,229.83
5181 Gift Table sales Nutcracker	11,009.55
5182 Ad Sales	120.00
5184 Fall production tickets	3,830.00
5185 Fall production income	10,230.00
5186 Spring tickets	7,185.05
5187 Spring perf. - table sales	1,430.00
5188 Nutcracker performance fee	20,470.00
5190 Spring Performance fee	19,017.50
5191 YAGP/Competition fee	55,520.20
5195 Interest Income	0.19
5290 Misc. Income	2,360.26
5291 Closet sales income	1,904.47
5292 Parent Association	135.49
5700 - Master Class Revenue	2,265.00
Total Income	**$ 718,061.26**
Gross Profit	**$ 718,061.26**
Expenses	
6210 Marketing	11,952.23
6220 Marketing - Simon Grant	7,713.00
6250 Fundraising Expense	709.53
6311 Office Expense	7,634.06
6320 Professional fees	12,980.00
6330 Salary - classes	186,869.65
6331 Salary - private lessons	125,184.00
6332 Salary-Indep. Contractor	435.00
6333 Indep Contractor Privates	1,090.00
6334 payroll taxes	27,514.67
6335 Admin Salary	39,475.05

6338 Admin Wages - 1099		4,228.04
6340 Payroll Fees		1,062.74
6350 Lease Expenses		76,076.17
6351 Travel expense		256.40
6357 Master Class Expense		5,541.25
6360 Credit Card Charges		20,033.27
6370 Host families expense		122.44
6372 Summer Program Exp		753.14
6373 Summer Intensive Gala		2,126.93
6390 Misc. Expenses		2,349.47
6450 Utilities		9,277.16
6510 Repair & Maintenance		5,491.49
6520 Nutcracker Performance		62,282.78
6521 Competition Expense - YAGP, WABC		48,249.99
6523 Fall performace		11,446.15
6524 Spring performance exp		13,812.79
6600 Tech Grant - Simon		8,152.63
6710 Insurance		4,523.00
6810 Studio Director fee		2,388.00
6812 Bank Charges		353.00
Payroll Expenses		
Wages		0.00
Total Payroll Expenses	$	**0.00**
Reimbursements		0.00
Total Expenses	$	**700,084.03**
Net Operating Income	$	**17,977.23**
Net Income	$	**17,977.23**

Thursday, Nov 14, 2019 06:14:26 AM GMT-8 - Accrual Basis

EXTENDED TO JUNE 17, 2019

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

A For the 2017 calendar year, or tax year beginning AUG 1, 2017 and ending JUL 31, 2018

B Check if applicable: [ ] Address change [ ] Name change [ ] Initial return [ ] Final return/terminated [ ] Amended return [ ] Application pending

C Name of organization: INDIANA BALLET CONSERVATORY, INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 849 W. CARMEL DRIVE | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: CARMEL, IN 46032

D Employer identification number: 27-2928161

E Telephone number: 317-379-1188

G Gross receipts $ 720,905.

F Name and address of principal officer: JEFFREY GODDARD
SAME AS C ABOVE

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. (see instructions)

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: ▶ WWW.INDIANABALLETCONSERVATORY.ORG

H(c) Group exemption number ▶

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other ▶

L Year of formation: 2010 **M** State of legal domicile: IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: INDIANA BALLET CONSERVATORY, INC. IS A NOT-FOR-PROFIT CORPORATION (THE "CORPORATION") ORGANIZED

2 Check this box ▶ [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	6
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	6
5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	5	15
6	Total number of volunteers (estimate if necessary)	6	164
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	67,987.	88,324.
	9	Program service revenue (Part VIII, line 2g)	607,310.	623,075.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	16.	4.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	10,912.	9,502.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	686,225.	720,905.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	381,112.	403,740.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 1,761.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	366,318.	311,220.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	747,430.	714,960.
	19	Revenue less expenses. Subtract line 18 from line 12	-61,205.	5,945.

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	99,002.	100,130.
	21	Total liabilities (Part X, line 26)	41,123.	36,306.
	22	Net assets or fund balances. Subtract line 21 from line 20	57,879.	63,824.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer | Date

▶ JEFFREY GODDARD, BOARD PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
ELLEN WILDE				P01254265

Firm's name ▶ DAUBY O'CONNOR & ZALESKI, LLC | Firm's EIN ▶ 35-1750664

Firm's address ▶ 501 CONGRESSIONAL BLVD #300
CARMEL, IN 46032 | Phone no. (317) 848-5700

May the IRS discuss this return with the preparer shown above? (see instructions) [X] Yes [ ] No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

INDIANA BALLET
CONSERVATORY
Honoring Tradition. Inspiring Innovation.

IBC Board of Directors 2020– 7 Members

Jeffrey A. Goddard (President of the Board)

Jeffrey Goddard is the CEO, AIT Bioscience. He has worked for numerous large national and international companies in leadership business development positions, achieving success in sales and marketing in a variety of industries. Jeff brings to the Board a wealth of experience with both startups and established multi-national companies and a keen interest in the arts.

Jeff earned his MBA at George Washington University with a dual concentration in International Business and Management of Innovation & Technology. He holds a B.S. in Chemical Engineering from the University of Notre Dame.

In addition to serving on the board of Indiana Ballet Conservatory, Jeff enjoys coaching, marathon running and camping. He is married with three children.

Sarah Ames, CPA and Audit Manager, Dauby O'Conner & Zaleski (Treasurer of

the Board and Grants Chair)

Sarah Ames graduated from the Indiana University Kelley School of Business in Indianapolis receiving a Bachelor of Science in Accounting & Finance. During her time at Kelley, she was the president of the Kelley Indianapolis Accounting Association where she worked to connect students to professionals in various industries.

Upon graduation, Sarah began working at Dauby O'Connor & Zaleski, LLC ("DOZ") in the audit department working in the multi-family housing industry. In addition to advancing her career and managing a national client portfolio in the audit department, Sarah became the head of college recruiting at IUPUI for DOZ.

Sarah's love of the arts began at an early age when she began performing in various bands, orchestras, and pit orchestras playing clarinet. In addition to serving on the board, she enjoys hiking, traveling around the country, and volunteering with various animal rescue organizations.

Mary Nold Larimore, J.D. (Board Member)

Mary Nold Larimore is a senior partner with Ice Miller LLP. Her primary practice concentration is in litigation, focusing on the defense of pharmaceutical and medical device companies in product liability litigation, as well as general liability litigation involving toxic torts, commercial litigation, and property damage. Mary received her Bachelors from Indiana University and graduated cum laude from Indiana University School of Law - Bloomington. Larimore has served as national counsel in multi-jurisdictional litigation, and regularly addresses the scientific, epidemiologic and complex medical issues that arise in that context. She has been active in publishing and speaking on issues concerning product liability, legal issues affecting the liability of pharmaceutical and drug and device manufacturers, privacy, electronic discovery, and the Federal Rules of Evidence.

Her introduction to the arts began at an early age, learning to play both piano and flute. Larimore has always enjoyed adventure, including hiking through the Salcantay Pass in the

Andes mountains to Machu Picchu, hiking the famous Haute Route from the base of Mont Blanc in Chamonix, France to the base of the Matterhorn in Switzerland, as well as skiing and hiking in the Rocky Mountains and parasailing in the Alps.

Mary and Jim have been married 29 years, and they are the proud parents of 3 beautiful girls.

Alla Morozov, Co-founder of Swan Software Solutions (Board Member)

Alla has a Degree in Computer Science and Electrical Engineering and holds a certification in Project Management. Alla Morozov is the co-founder of Swan Software Solutions, a well known, international software development company. Alla works for numerous local art galleries due to her strong artistic and creative background. She currently works with local magazines and newspapers to help promote businesses.

Alla was on the Board of Directors of The International Talent Academy, helping to create marketing materials, participating in networking events, contacting potential sponsors, and organizing the annual fundraiser. She is currently teaching at the Russian School of Indiana.

Alla has great motivation and communication skills. She played an active role in organizing fundraising events in Carmel. Alla has the ability to set up, maintain, monitor, and deliver projects of any complexity and scale. Her fundamental music background and profound teaching experience enables her to promote businesses and talents within the community, nationally and internationally.

Jackie Bilbary, (Board Member) Gallery Owner, Platinum Living Fine Art Gallery

Founder and Owner of Platinum Living Fine Art Gallery, Carmel IN, specializing in fine art and furniture. Jackie is a strong supporter of Prevail, a provider of support services for adult, adolescent and child survivors of crime and abuse. Jackie provides strong business

development, management and fundraising skills to IBC Board.

Jennil Salazar, (Board Member), Private Client Group

Jennil has over 15 years management and real estate experience. Jennil serves on the board of the Metropolitan Indianapolis Board of Realtors and the Realtor Foundation. Jennil is committed to helping the community at-large through various civic and community involvements. She is a strong advocate of education, providing housing assistance to needy families and promoting diversity in the workplace and in the community as a whole.

Andrea Melani, (Board Member) Co-Owner & Operator at Convivo Italian Artisan Cuisine

Melani moved to Indianapolis 17 years ago and has had extensive experience in the Italian restaurant business, including serving as general manager of Bravo in Castleton for eight years. Earning a degree in Journalism from IUPUI. Andrea is Co-owner of two Convivio locations Carmel and Zionsville, with a third breakfast-concept restaurant opening in 2019.

INDIANA BALLET
CONSERVATORY
Honoring Tradition. Inspiring Innovation.

Indiana Ballet Conservatory – 2020 Grant Application – Exhibit G

Year-End Report on 2018/2019 - $20,000 Grant Award

Indiana Ballet Conservatory is a 501c3 not-for-profit organization situated in Carmel that is dedicated to supporting and furthering the arts through the teaching of dance and ballet, producing ballet productions and performances of dance and music including new choreography created by the Artistic Staff, and engaging in outreach to the artistically underserved through free performances, workshops and other events.

IBC has three primary and complementary missions:

- To provide premiere dance instruction to a growing community of youth through education of the highest excellence by unparalleled instructional methodology and renowned instructors;
- To provide professional performance opportunities for talented students that will reach an ever-broadening audience of those who appreciate art in Indiana;
- To connect with the community through free performances and educational opportunities for everyone including the underserved, the elderly, and those with disabilities or special needs.

Indiana Ballet Conservatory's 2018/2019 Proposal included the following categories and allocation of percentages for a grant that was made in the amount of $20,000:

- Productions: 27% of grant funds ($5,400) was to be allocated to support the costs associated with IBC's professional ballet productions, and the cost of creating new and innovative productions, including costs to upgrade or purchase new costumes and sets for IBC's productions under development. **IBC specifically allocated 2018/2019 Grant funds to support its performances in Carmel only, which included: December 2018 City of Carmel's Christkindlmarkt, May 2019 performance of Cipollino: A Fairytale Ballet at the Tarkington Center, July 2019 Summer Gala at Creekside Middle School, and year-round demonstrations and classes at the Russian School of Indiana held at Carmel High School.**

- Scholarships: 13% or $2,600 was to be allocated to support scholarships for highly talented students at the Carmel Conservatory who are economically-challenged. These funds were awarded to IBC scholarship applicants with great talent and economic need so that they could continue their studies at our Carmel studios.

- Faculty Compensation and General Operating: 40% or $8,000 was to be allocated to Faculty Compensation and other **operating expenses to enable IBC to continue its three-part mission including the provision of dance classes and Master Classes in Carmel and the development of its Carmel productions**. IBC's Artistic Faculty is unparalleled anywhere in the Midwest in the scope of their performance careers, their academic training, and their results measured by choreography awards and the success of graduates of the Conservatory. (See Attached Faculty Bios).

- Outreach: 20% or $4,000 was to be spent in outreach, by providing access to IBC performances to children and families in need who are underserved artistically. The funds were to cover the costs of tickets to productions and enable IBC to bring its art to students and members of the community in Carmel in a variety of venues. Each year in March, IBC invites the public, free of charge, to the YAGP dress rehearsal at the Booth Tarkington Civic Theater. IBC also gifted or discounted approximately 200 tickets at an average cost of $35 per ticket to its various performances throughout the year, which includes the Summer Gala performance which was held at Creekside Middle School. Additionally, this includes tickets to IBC's annual performances of The Nutcracker, which were not specifically supported by funds from the Carmel Arts Grant as these performances were held at the IMA in Indianapolis; however, the recipients of those tickets did include many Carmel-based families of children with serious medical and economic challenges, and therefore we wanted to include that information for you.

RESOLUTION NO. BPW 01-22-20-17

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Indiana Music Education Association Foundation (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Lane Velayo, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 7,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Indiana Music Education Association Foundation **("Grantee")**

By: _____ (Signature)

Printed Name of Officer: Lane Velayo Title: Executive Director

Date: November 18, 2019

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Indiana Music Education Association Foundation

Address: P.O. Box 30558 Indianapolis, IN 46220

Telephone: 317-342-4100 Fax:

Contact Person: Lane Velayo

Email: lane@imeamusic.org

APPLICATION AMOUNT: $ 7,000.00

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

The Indiana Music Education Association hosts its Festival & Clinic program throughout the state of Indiana.

The Festival focuses on the experience of performing quality literature and education, not on a rating. This means participating, quality clinicians assign no rankings to the groups that perform at the Festival and Clinic. The power of the Fesival is centered on the immediate feedback received by a professional clinician during the clinic sessions, as well as the opportunity for a high-quality performing experience.

Clinicians work with each group to reinforce what has been taught in class while providing positive and productive feedback for the work that has been done.

IMEA currently hosts the Festival and Clinic annually at one of the Carmel Elementary schools for elementary-aged students. Our goal is to expand this program to provide more opportunities for schools to perform at the Palladium. In the year 2020, thanks to the generosity of the City of Carmel Arts Grant, we are able to host a Festival experience at the Palladium for a weekend in February/March 2020.

In order to continue to extend the opportunity that many students would normally not have, this grant would help fund and advertise the festival and Clinic program in 2021 to more schools in the area that would like to participate.

The opportunity to perform in a professional venue like the Palladium is one that many students do not get, and IMEA wants to foster an environment that combines learning opportunities with a once in a lifetime opportunity to perform at a venue such as the Palladium.

In order to host a successful event, IMEA's goal is to use this grant money to cover costs such as venue rental in order to use its limited funds to hire quality clinicians and cover other festival-related expenses.

By:

Printed Name of Officer: Lane Velayo

Title: Executive Director

Date: November 18, 2019

(Additional pages may be added to Exhibit "A")

Indiana Music Education Association
2019-2020 Budget
July 2019 through June 2020

	Jul '19 - Jun 20
Ordinary Income/Expense	
Income	
40000 · Registrations	293,800.00
40050 · Royalty Income	10,000 00
40100 · Ticket Sales	20,452 50
40150 · Member Dues	
40155 · Individual	18,000 00
40160 · Corporate	2,500 00
Total 40150 · Member Dues	20,500.00
40210 · Support from IMEA Foundation	36,000.00
40250 · Exhibit Booth Rental	36,000 00
40300 · Advertising	18,600 00
40350 · Sponsorships	14,500 00
40450 · Reimbursements	0 00
40500 · Interest and Dividends	0 00
Total Income	449,852.50
Gross Profit	449,852.50
Expense	
50000 · Personnel	
50015 · Conductor Stipends	13,400.00
50020 · Project Chair Stipends	17,345 00
50030 · Accompanist Stipends	5,800 00
50040 · Sub Pay	300.00
50050 · Clinician Stipends	6,800 00
50070 · Other	1,700.00
51000 · Taxes and Benefits	
51010 · Benefits	190.00
Total 51000 · Texes and Benefits	190.00
Total 50000 · Personnel	45,535.00
52000 · Professional Fees	
52005 · Accounting	7,300 00
52030 · Management Fees	114,670.00
52025 · Other Professional Fees	5,950 00
52000 · Professional Fees - Other	0 00
Total 52000 · Professional Fees	127,920.00
53000 · Printing	14,760.00
53100 · Postage	5,589 35
53300 · Supplies	8,837.92
53400 · Website/Technology	7,749 00
53500 · Office Equipment	8,130 00
53600 · Telephone & Internet	2,200 00
53700 · Professional Development	1,600 00
53800 · Marketing	2,500.00
53900 · Insurance	2,780 00
54000 · Bank and Credit Card Fees	7,961 00
54100 · Advocacy	3,000 00
54200 · Travel	14,402.24
54300 · Meals	27,339 08
54400 · Hotel	82,857.35
54500 · Facility Rental	59,379 20
54700 · Misc. Event Expenses	
54705 · Scholarships	0.00
54700 · Misc. Event Expenses - Other	8,925.00
Total 54700 · Misc. Event Expenses	8,925 00
54800 · Miscellanous Expense	2,845.00
Total Expense	434,310.14
Net Ordinary Income	15,542.36
Net Income	**15,542.36**

State of Indiana
Office of the Secretary of State

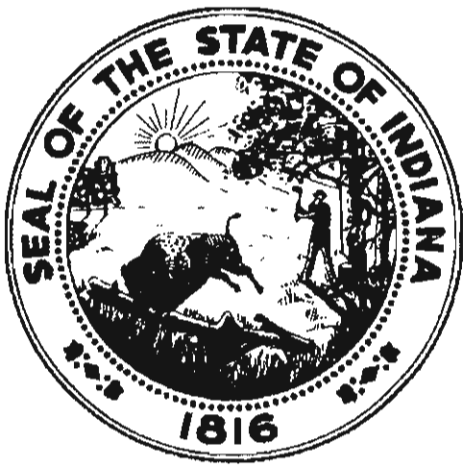
CERTIFICATE OF INCORPORATION

of

INDIANA MUSIC EDUCATORS ASSOCIATION FOUNDATION INCORPORATED

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, December 14, 2012.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 14, 2012

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

2012121400584 / 2012121400584

CertificateID:9376283

State of Indiana
Office of the Secretary of State

Certified Copies

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that this is a true and complete copy of this **2** page document consisting of the following records filed in this office:

Certification Date: June 13, 2016
Business Name: INDIANA MUSIC EDUCATION ASSOCIATION FOUNDATION INC.
Business ID: 2012121400584

Transaction	Date Filed	No. of pages
Articles of Incorporation	12/14/2012	2
	Total No. of pages	2

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 13, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 12 2014

INDIANA MUSIC EDUCATION ASSOCIATION
FOUNDATION
C/O LANE VELAYO
100 E THOMPSON RD
INDIANAPOLIS, IN 46227

Employer Identification Number:
46-2272366
DLN:
17053169378023
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
June 30
Public Charity Status:
509(a)(3)
Form 990 Required:
Yes
Effective Date of Exemption:
December 14, 2012
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Specifically, we have determined that you are a Type II supporting organization under section 509(a)(3). A Type II supporting organization is supervised or controlled in connection with one or more publicly supported organizations.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

INDIANA MUSIC EDUCATION ASSOCIATION

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Tamera Ripperda

Director, Exempt Organizations

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Lane Velayo, an authorized representative of Indiana Music Education Association Foundation ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 450,000.00.

Signature

Printed Name Lane Velayo

Subscribed and sworn to before me, the undersigned Notary Public, this 22 day of November, 2019.

OFFICIAL SEAL
CALEB D. SHAFFER
NOTARY PUBLIC - INDIANA
MADISON COUNTY
My Comm. Expires Jan. 21, 2023
[SEAL]

Signature - Notary Public

Printed Name Caleb D Shaffer

Resident of Madison County, Indiana

My Commission Expires: Jan 21, 23

Indiana Music Education Association
Executive Summary
Month Ending October 31, 2019

BALANCE SHEET

Current Assets:

- National Bank of Indianapolis Checking: $ 16,158.52
- Chase Bank Checking: $ 2,750.85

Other Assets:	Accounts Receivable	$ 18,541.06	
	Undeposited Funds	$ 1,227.01	Timing and credit card float
	Due From Foundation	$ 58.15	
	Net Fixed Assets (Equipment)	$ 44,440.00	
	First Allied Money Market Investment	$ 111,217.15	
Current Liabilities:	Accounts Payable	$ 0.00	
	NBofI Credit Card	$ 3,112.03	
Total Equity:			
	Unrestricted Net Assets	$ 191,280.71	

INCOME STATEMENT

REVENUES

Revenue $ 102,844.74

EXPENSES

Expenses $ 78,458.13

NET INCOME

As of October 31, 2019, Indiana Music Education Association has a Net Income of $ 24,386.61.

Indiana Music Education Association
Balance Sheet
As of October 31, 2019

	Oct 31, 19	Jun 30, 19
ASSETS		
Current Assets		
Checking/Savings		
100200 · NBOI - Operating	16,158.52	6,437.84
10000 · Chase Business Classic - 1361	2,750.85	480.60
Total Checking/Savings	18,909.37	6,918.44
Accounts Receivable		
11000 · Receivables	18,541.06	5,457.46
Total Accounts Receivable	18,541.06	5,457.46
Other Current Assets		
12000 · Undeposited Funds	1,227.01	2,746.10
Total Other Current Assets	1,227.01	2,746.10
Total Current Assets	38,677.44	15,122.00
Fixed Assets		
13000 · Equipment	56,897.47	56,897.47
13100 · Accum Depreciation - Equipment	-12,457.47	-12,457.47
Total Fixed Assets	44,440.00	44,440.00
Other Assets		
13400 · Due From (To) Foundation	58.15	2,136.00
14000 · Investments		
14100 · Money Market - First Allied	111,217.15	111,137.38
Total 14000 · Investments	111,217.15	111,137.38
13200 · Intangible Assets	10,937.00	10,937.00
13300 · Accumulated Amortization	-10,937.00	-10,937.00
Total Other Assets	111,275.30	113,273.38
TOTAL ASSETS	**194,392.74**	**172,835.38**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable	0.00	482.09
Total Accounts Payable	0.00	482.09
Credit Cards		
20500 · Credit Card - NBOI	3,112.03	5,459.19
Total Credit Cards	3,112.03	5,459.19
Total Current Liabilities	3,112.03	5,941.28
Total Liabilities	3,112.03	5,941.28
Equity		
30100 · Retained Earnings	166,894.10	140,864.11
Net Income	24,386.61	26,029.99
Total Equity	191,280.71	166,894.10
TOTAL LIABILITIES & EQUITY	**194,392.74**	**172,835.38**

Indiana Music Education Association
Income Statement YTD vs. Annual Budget
July through October 2019

	Jul - Oct 19	Budget
Ordinary Income/Expense		
Income		
40000 · Registrations	40,337.00	293,800.00
40050 · Royalty Income	0.00	10,000.00
40100 · Ticket Sales	0.00	20,452.50
40150 · Member Dues		
40155 · Individual	3,628.00	18,000.00
40160 · Corporate	1,785.00	2,500.00
Total 40150 · Member Dues	5,413.00	20,500.00
40210 · Support from IMEA Foundation	15,000.00	36,000.00
40250 · Exhibit Booth Rental	12,532.00	36,000.00
40300 · Advertising	11,778.98	18,600.00
40350 · Sponsorships	17,700.00	14,500.00
40450 · Reimbursements	0.00	0.00
40500 · Interest and Dividends	83.76	0.00
Total Income	102,844.74	449,852.50
Gross Profit	102,844.74	449,852.50
Expense		
50000 · Personnel		
50015 · Conductor Stipends	0.00	13,400.00
50020 · Project Chair Stipends	40.00	17,345.00
50030 · Accompanist Stipends	0.00	5,800.00
50040 · Sub Pay	0.00	300.00
50050 · Clinician Stipends	3,450.00	6,800.00
50070 · Other	785.00	1,700.00
50080 · Intern Stipends	1,600.00	
51000 · Taxes and Benefits		
51010 · Benefits	57.00	190.00
Total 51000 · Taxes and Benefits	57.00	190.00
Total 50000 · Personnel	5,932.00	45,535.00
52000 · Professional Fees		
52005 · Accounting	1,300.00	7,300.00
52030 · Management Fees	38,572.80	114,670.00
52025 · Other Professional Fees	1,400.00	5,950.00
52000 · Professional Fees - Other	0.00	0.00
Total 52000 · Professional Fees	41,272.80	127,920.00
53000 · Printing	2,218.01	14,760.00
53100 · Postage	1,103.09	5,589.35
53300 · Supplies	593.43	8,837.92
53400 · Website/Technology	6,539.25	7,749.00
53500 · Office Equipment	3,112.01	8,130.00
53600 · Telephone & Internet	414.85	2,200.00
53700 · Professional Development	180.00	1,600.00
53800 · Marketing	780.00	2,500.00
53900 · Insurance	535.00	2,780.00
54000 · Bank and Credit Card Fees	1,615.60	7,961.00
54100 · Advocacy	51.68	3,000.00
54200 · Travel	1,792.48	14,402.24
54300 · Meals	2,949.72	27,339.08
54400 · Hotel	8,498.56	82,857.35
54500 · Facility Rental	835.00	59,379.20
54600 · Reimbursable Expenses	0.00	
54700 · Misc. Event Expenses		
54705 · Scholarships	0.00	0.00
54700 · Misc. Event Expenses - Other	15.00	8,925.00
Total 54700 · Misc. Event Expenses	15.00	8,925.00

Indiana Music Education Association
Income Statement YTD vs. Annual Budget
July through October 2019

	Jul - Oct 19	Budget
54800 · Miscellanous Expense	19.65	2,845.00
Total Expense	78,458.13	434,310.14
Net Ordinary Income	24,386.61	15,542.36
Net Income	**24,386.61**	**15,542.36**

Indiana Music Educators Association Foundation, Inc.
Balance Sheet
As of October 31, 2019

	Oct 31, 19	Jun 30, 19
ASSETS		
Current Assets		
Checking/Savings		
10200 · NBOI Bank Account	41,500.56	31,859.04
Total Checking/Savings	41,500.56	31,859.04
Accounts Receivable		
11000 · Accounts Receivable	1,250.00	1,100.00
Total Accounts Receivable	1,250.00	1,100.00
Other Current Assets		
12700 · Grants Receivable	2,326.25	21,631.25
Total Other Current Assets	2,326.25	21,631.25
Total Current Assets	45,076.81	54,590.29
TOTAL ASSETS	**45,076.81**	**54,590.29**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
27300 · Due To (From) IMEA	58.15	2,136.00
Total Other Current Liabilities	58.15	2,136.00
Total Current Liabilities	58.15	2,136.00
Total Liabilities	58.15	2,136.00
Equity		
32000 · Unrestricted Net Assets	52,454.29	37,353.89
Net Income	-7,435.63	15,100.40
Total Equity	45,018.66	52,454.29
TOTAL LIABILITIES & EQUITY	**45,076.81**	**54,590.29**

10:00 AM
11/11/19
Accrual Basis

Indiana Music Educators Association Foundation, Inc.
Income Statement
July through October 2019

		Jul - Oct 19
Ordinary Income/Expense		
Income		
40000 · Grants		
40130 · Local Grants	3,000.00	
Total 40000 · Grants		3,000.00
41000 · Contributions		
41300 · Individual Donations	378.60	
Total 41000 · Contributions		378.60
43000 · Investments		
43100 · Interest	10.77	
Total 43000 · Investments		10.77
49000 · Misc Revenue		
49100 · IN License Plate Donations	4,425.00	
Total 49000 · Misc Revenue		4,425.00
Total Income		7,814.37
Expense		
51000 · Support to IMEA		15,000.00
52000 · Professional Fees		
52025 · Other Professional Fees	250.00	
Total 52000 · Professional Fees		250.00
Total Expense		15,250.00
Net Ordinary Income		-7,435.63
Net Income		**-7,435.63**

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

A For the 2017 calendar year, or tax year beginning Jul 1 , 2017, and ending Jun 30 , 2018

B Check if applicable:
- [X] Address change
- [ ] Name change
- [ ] Initial return
- [ ] Final return/terminated
- [ ] Amended return
- [ ] Application pending

C Name of organization: Indiana Music Educators Association, Inc.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): PO Box 30558 | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: Indianapolis, IN 46220

D Employer identification number: 51-0137865

E Telephone number: (317)780-4100

G Gross receipts $ 459,495.

F Name and address of principal officer: Lane Velayo, PO Box 30558, Indianapolis, IN 46204

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. (see instructions)

I Tax-exempt status: [ ] 501(c)(3) [X] 501(c) (6) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: ▶ IMEAMUSIC.ORG

H(c) Group exemption number ▶

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other ▶

L Year of formation: 1947

M State of legal domicile: IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: Promote music education- The Organization's mission is to promote music education in Indiana by providing training, continuing education material and seminars to

2 Check this box ▶ [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	14
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	14
5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	5	
6	Total number of volunteers (estimate if necessary)	6	200
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	7,515.
b	Net unrelated business taxable income from Form 990-T, line 34	7b	-5,950.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	62,223.	65,390.
	9	Program service revenue (Part VIII, line 2g)	405,900.	394,105.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	55.	
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	468,178.	459,495.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		
	14	Benefits paid to or for members (Part IX, column (A), line 4)		
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	86,269.	135,618.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	359,047.	342,246.
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	445,316.	477,864.
	19	Revenue less expenses. Subtract line 18 from line 12	22,862.	-18,369.
			Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	166,717.	158,729.
	21	Total liabilities (Part X, line 26)	7,484.	17,865.
	22	Net assets or fund balances. Subtract line 21 from line 20	159,233.	140,864.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer | Date

▶ Lane Velayo, Executive Director
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
Deb Wagner, CPA	Deb Wagner, CPA	04/26/2019		P00469227

Firm's name ▶ WagnerCPAGroup | Firm's EIN ▶ 30-0080734

Firm's address ▶ 8335 BROOKS FARM LN, INDIANAPOLIS, IN 46237-9489 | Phone no. (317)889-1769

May the IRS discuss this return with the preparer shown above? (see instructions) [X] Yes [ ] No

Indiana Music Education Association Board of Directors

First Name	Last Name	Title
Julie	Gray	President
Julia	Heath-Reynolds	President-Elect
Chris	Taylor	Immediate Past-President
Johann	Sletto	Area 1
Sara	Pulse	Area 2
Michael	Bennett	Area 3
Michelle	Bade	Area 4
Keith	Ziolkowski	Area 5
Jonathan	Edwards	Area 6
Andrea	Drury	Area 7
Nick	Scroggins	Area 8
Maya	Davis	Collegiate Rep Sr.
Ellie	Vanderveen	Collegiate Rep Jr.
Ben	Batman	Recording Secretary

Exhibit G

Indiana Music Education Association

The Indiana Music Education Association appreciates the generous support of the City of Carmel for our association's annual Festival & Clinic program. The City of Carmel's support through the Arts Grant Program has given the Indiana Music Education Association the opportunity to provide local schools a chance to perform at the Palladium, one of the finest performance halls in the Midwest. The previous grant IMEA received has sponsored the venue rental for the annual Festival & Clinic program. We are thankful that the City of Carmel Arts Grant Program has allowed us to give local students this opportunity, and we look forward to continuing to present students this positively life-changing experience as they see firsthand what it feels like to perform as a professional.

As times and dates are finalized for this year's Festival & Clinic program, we look forward to inviting the leadership of the City of Carmel to join us for this event.

RESOLUTION NO. BPW 01-22-20-18

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Indiana Wind Symphony (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Linda Moore, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement.** The City, after review and recommendation by the Mayor, agrees to grant $ 42,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee.** The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Indiana Wind Symphony **("Grantee")**

By: _____ (Signature)

Printed Name of Officer: Linda Moore Title: President

Date: 11-22-2019

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Indiana Wind Symphony
Address: P.O. Box 78592
Indianapolis, IN 46268
Telephone: 317-213-7989 Fax: _____
Contact Person: Linda Moore
Email: lmoore7989@gmail.com

APPLICATION AMOUNT: $ 51,000.00

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Please see attached

By: Linda Moore
Printed Name of Officer: Linda Moore
Title: President
Date: November 22, 2019

(Additional pages may be added to Exhibit "A")

Exhibit "A"
Application and Description of the
Proposed Use of the Grant Funds

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: The Indiana Wind

Symphony
Address: P.O. Box
78592

Indianapolis, IN
46268

Telephone: (317) 213-7989 (Linda Moore) or Jan Schreibman (317) 748-4802
Fax:
Contact Person: Linda Moore, President of the Board of Directors and Jan Schreibman, Board Member
Email: lmoore7989@gmail.com and janschreibman@att.net

APPLICATION AMOUNT:

$57,000

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

The Indiana Wind Symphony (IWS) has entered its 22nd season of performing as Indiana's premier adult concert band under the musical direction of Dr. Charles Conrad. Since 1997, the IWS has established a nationwide reputation for the extraordinary quality of our performances.

Our membership consists of 80 trained symphony musicians who volunteer their time and talent to make this musical experience possible and help us fulfill our mission to present artistic performances of significant music for band and wind ensemble to the Central Indiana community. Our performances bridge the musical heritage of the classic community band with the innovation of a contemporary wind ensemble repertoire.

Over the last decade, the IWS has graduated from playing in high school auditoriums to establishing a more permanent home at The Center for the Performing Arts in the City of Carmel. As one of six resident companies, we continue to invest in the promotion and success of the City of Carmel.

We are requesting $57,000.00 to provide funding for the following mission-critical initiatives that have made the IWS an asset both to the Performing Arts Center and the greater City of Carmel:

General Management

Over the last twenty years, the IWS has delivered increasingly professional-level performances of challenging repertoire, premiered and commissioned new works for concert band, attracted nationally and internationally acclaimed soloists, and consistently earned high praise from its audiences. The ensemble has achieved this organizational growth, along with its exciting transition to become a resident ensemble at the Center for the Performing Arts, through the significant time, resources, and general management given almost exclusively by an entirely volunteer board of directors and music director who, together, oversee the operations of the organization.

During the 2017-2018 season, the IWS hired its first paid employee, a part-time development manager, to help grow its donor base, develop an improved fundraising strategy, and coordinate marketing and outreach efforts for the organization. This position was successful in driving a 37% increase of our individual ticket buyer base over the prior season. In February 2019, the development manager left the organization to accept full-time employment elsewhere, and this position currently remains open.

The IWS would use a portion of any grant funds awarded, to search for and hire another employee to fill this vital role for the organization. Additionally, the IWS will continue to refine and implement its strategic vision to grow concert attendance, increase corporate and individual relationships and monetary contributions, and expand its community involvement.

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone. 317-571-2483, skibbe@carmel.in.gov.

Marketing and Community Engagement

Marketing

In recent seasons, the IWS has focused on increasing attendance through outreach and targeted marketing. Since 2016, the IWS has continued to increase brand awareness throughout the community, including, in particular in Carmel, through targeted direct mail and radio advertising (e.g., WFYI and WICR), social media, community engagements (e.g., performing at the Carmel Christkindlmarkt, celebration of the opening of Carmel's 100th roundabout, and as part of Carmel's various summer concert series), and other special events. In order to effectively assess the productivity of these brand marketing efforts, we will continue to track our use of marketing and advertising tracking vehicles, such as promotional codes and discount ticket offers. The board of

directors understands that patron feedback is important and, therefore, in the coming season, we intend to conduct targeted surveys of our patrons and host receptions following certain concerts to receive real-time, face-to-face feedback about our programs, performances, and opportunities to improve audience growth and retention. We plan to identify additional opportunities to better serve our audience and our community, both in terms of future performances and educational opportunities.

Community Engagement and Partnerships

The IWS is a resident ensemble at the Center for the Performing Arts, but its performances are not limited to that location. The IWS is proud to offer free community concerts at the Carmel Gazebo each year during the summer months. Our performances provide a fantastic opportunity for members of the general public to become IWS patrons outside of the traditional season.

Each June, we present a Side-by-Side concert. Advanced young instrumentalists in grades 9-12 from throughout Central Indiana are invited to rehearse and perform alongside IWS musicians in each instrument section, developing a musical working relationship as they prepare and perform band and wind ensemble repertoire of the highest caliber. The 2019-2020 Side-by-Side concert is planned for June 12, 2020 at the Carmel Gazebo.

From 2015-2017, the IWS coordinated and hosted the Celebration of Bands, a two-day event celebrating eclectic concert band and jazz band repertoire. This free general public event hosted in the City of Carmel provided accomplished musicians and bands with the rare opportunity to play at a premier arts event and entertain a large public audience. The 2018-2019 season provided unique opportunities to play for the Indiana State Fair on the free stage which included acts like Air Supply and KC and the Sunshine Band https://www.indianastatefair.com/state-fair/entertainment-attractions/free-stage/ . Additionally, the IWS played at the inaugural Ethos Celebration of the Arts in Franklin, Indiana https://www.discoverdowntownfranklin.com/ethos-celebration-of-the-arts .

Since Fall 2017, the IWS has offered free and accessible chamber concert performances to the general public, including Keystone at the Crossing, The Barrington retirement community, and other local venues. These performances provide the opportunity for IWS small ensembles to bring music to diverse populations across Central Indiana. One of our areas of focus this season is fostering

relationships with retirement and assisted living homes. During the 2018-2019 summer, the an IWS Chamber Ensemble had the opportunity to play in Greencastle during their summer music festival https://www.greencastlesummermusic.org/2019season . We see the Chamber Ensemble performances as another means of growing our audience and brand awareness.

The IWS hosted its' Second annual Gala Fundraiser on Saturday, February 9, 2019. This event was not quite the success we had hoped. The board of directors is reimagining what fundraising activities it may pursue in the future.

A portion of the total grant funds requested will allow us to continue to expand our marketing and community engagement initiatives, to increase community awareness of and participation in IWS events, and to educate, entertain and serve our community through our performances.

Programming and Guest Artists

Programming

Each season, the IWS continues to provide diverse programming ranging from community band works, Broadway and Oscar-winning scores, hymns, and classical music, as well as a crowd-favorite annual holiday performance. We pride ourselves on offering a wide variety of music that appeals to people of varying ages and life experiences. Our concerts are often organized around themes – such as Broadway, Hoosier Composers, the music of John Williams, or Beethoven's 250th Birthday – designed to make the music coherent and accessible.

On September 29, 2019, the IWS kicked off its' 22nd season with "Vive la France," a concert that featured music composed or inspired by French composers, including Camille Saint-Saëns, Claude Debussy, and Georges Bizet. We were honored to have the Consulate of France and his wife in attendance.

On October 12, 2019, chamber musicians of the IWS performed a recital at the Studio Theater at the Center for the Performing Arts. In addition to playing traditional works for small wind ensembles by Wolfgang Amadeus Mozart, Antonin Dvořák, and Gordon Jacob, the IWS introduced its audience to an exciting, but rarely performed, work by Vittorio Rieti, featuring local cellist Marjorie Hanna.

On November 2019, the IWS performed a unique concert featured music by Hoosier composers. It delivered the second performance of *Ecstatic Cling*, composed by Frank Felice, Professor of Composition, Theory, and Electronic Music of the Jordan College of Arts at Butler University and featuring Mark Ortwein, Assistant Principal Bassoon of the Indianapolis Symphony Orchestra. Another highlight of that concert was the IWS's performance of *Textures* by Harry Bulow. Mr. Felice and Mr. Burlow both attended the concert and a reception immediately following the concert, where they greeted several local elected officials who also attended the concert, including: Carmel Mayor James Brainard, Carmel City Council President Jeff Worell, Carmel City Council Representative Miles Nelson, and Indiana State Representative Jerry Torr.

On the April 5, 2020 concert, local piano virtuoso Kelleen Struz will return to the stage with the IWS and perform Warsaw Concerto by Richard Addinsell, which features music from beloved films, including Lawrence of Arabia, The Music Man, and others.

Introducing new works by important composers of concert band repertoire is not a new endeavor for the IWS. Last season, the IWS premiered *Concert Variations on Back Home Again in Indiana* by composer and IWS principal bass clarinetist, Dan McGlaun. In February 2018, the IWS delivered one of the first performances of *Symphony No. 2 "Voices"* by composer James Stephenson, which was originally commissioned by The President's Own United States Marine Band. In October 2017, the IWS premiered S*ilver Lining: Concerto for Flute and Wind Ensemble* by world-renowned composer, Frank Ticheli featuring IWS principal flutist, Carl Butler.

Guest Artists

The Indiana Wind Symphony has been honored to work with both local and world-renowned guest artists from across the globe, and we would direct a portion of the funding requested here to continue to bring top musicians to the Center for the Performing Arts to perform with the IWS. Our recent special guest artists have included Soprano, Jessamyn Anderson and Tenor, Joshua Carswell (September 23, 2018) and Soprano, Alejandra Martinez (November 12, 2018), Soprano, Jessamyn Anderson (December 2, 2018), Pianist and Jazz Artist, Kelleen Strutz (February 17, 2019), Euphonium Virtuoso, Demondrae Thurman (April 7, 2019) and Saxophone Virtuoso, Timothy McAllister (May 24, 2019).

The IWS looks forward to continuing this tradition by welcoming Jessamyn Anderson back December 8, 2019, Melissa Gallant on Harp (March 7, 2020), Kelleen Strutz (April 5, 2020), and trumpet virtuosos Vincent and Gabriel DeMartino (May 17, 2020).

A portion of the total grant funds requested would allow us to continue to present quality and diverse musical experiences to the Central Indiana community, including both well-known favorites and premieres of new and challenging classical repertoire.

By: Linda Moore

Printed Name of Officer: Linda Moore

Title: IWS Board President

Date: November 22, 2019

(Additional pages may be added to Exhibit "A")

Exhibit "B"
Budget for Fiscal Year 2019-20

Indiana Wind Symphony
Budget
July 2019 - June 2020

	2019/20 budget
Income	
Concert Income	
Outreach concerts	8,000.00
Concert Honorarium	1,500.00
Program Ads	3,500.00
Season Ticket Sales	1,634.00
Ticket Sales	30,000.00
Total Concert Income	**44,634.00**
Contributions Income	
AmazonSmile	200.00
Kroger/Marsh	300.00
Unrestricted	35,000.00
Total Contributions Income	**35,500.00**
Fundraising	**37,100.00**
Gala Celebration Income	
Gala In-Kind	
Gala Donations	
Gala Fundraising Income	
Gala Silent Auction	
Gala Table Sales	
Total Gala Celebration Income	-
Sponsorships	**5,000.00**
In Kind Donations	**1,000.00**
Grants Income	52,576.00
Indiana Youth Wind Symphony	3,000.00
Shirt and Photo Sale	500.00
Total Income	**179,310.00**
Gross Profit	**179,310.00**
Expenses	
Advertising	2,000.00
Award Expense	300.00
Bank Charges & Fees	35.00
PayPal/Stripe fee	375.00
Total Bank Charges & Fees	**410.00**
Capital Expenditures	
Equipment Purchases	**9,500.00**
Instrument repair	**500.00**
Board Retreat Expense	400.00
Concert Expenses	

Concert Advertising	2,000.00
Hospitality	1,800.00
Concert Hall Rental	30,500.00
Credit Card Fees	900.00
Facility Ticket Surcharge	6,700.00
Music	6,000.00
Special music/Stephenson	5,350.00
Other Concert Expenses	1,000.00
Other Paid Performers	4,000.00
Printing	4,500.00
Programs	3,500.00
Soloist/Guest Conductor	10,500.00
Sound	600.00
Transport Expense	1,500.00
Out reach concert Gazebo	2,000.00
Indiana Youth Ensemble	1,000.00
Out reach receptions	7,000.00
Total Concert Expenses	87,900.00
Depreciation	2,115.00
Dues & subscriptions	600.00
Fundraising Expense	500.00
Gala Celebration Expense	-
Insurance	
Board of Directors Insurance	1,294.00
Liability Insurance	642.00
Workers Compensation	371.50
Total Insurance	2,309.00
Marketing	2,000.00
Miscellaneous	
Office Supplies	300.00
Players support	500.00
Payroll Expenses	
Wages development manager	28,000.00
Payroll Service Expense	800.00
Payroll Taxes	3,000.00
Total Payroll Expenses	31,800.00
Primary Conductor (Hon)	6,500.00
Assistant Conductor (Hon)	5,150.00
Contract Personnel	
Personnel manager	4,000.00
Operation Manager	4,000.00
Marketing Manager	4,800.00
Accountant	5,000.00
Lead Percussion	450.00
Postage and delivery	500.00
Printing and Reproduction	
Rent & Lease	2,124.00
Shirt Sale Expense	600.00
Web Site Expense	800.00
Total Expenses	171,506.00
Net Operating Income	7,804.00
Net Income	7,804.00

Exhibit "C"

Certified copies of incorporation as a not-for-profit

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

INDIANA WIND SYMPHONY, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended.

NOW, THEREFORE, I hereby issue to such corporation this Certificate of Incorporation, and further certify that its corporate existence will begin October 22, 1997.

In Witness Thereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twenty-third day of October, 1997.

Sue Anne Gilroy

SUE ANNE GILROY, Secretary of State

Deputy

ARTICLES OF INCORPORATION —COPY—

State Form 4162 (R8 / 8-95) Corporate Form No. 364-1 (October 1994)
Approved by State Board of Accounts 1995

SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

INSTRUCTIONS: *Use 8 1/2" x 11" white paper for inserts.*
Present original and two (2) copies to address in upper right corner of this form.
Please TYPE or PRINT.
Upon completion of filing the Secretary of State will issue a receipt.

Indiana Code 23-17-3-2
FILING FEE: $30.00

* For tax exempt status, Nonprofit Corporations must qualify with both the Internal Revenue Service and the Indiana Department of Revenue.

ARTICLES OF INCORPORATION

The undersigned incorporator or incorporators, desiring to form a corporation *(hereinafter referred to as the "Corporation")* pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991 *(hereinafter referred to as the "Act")*, execute the following Articles of Incorporation.

ARTICLE I - Name and Principal Office

Name of the Corporation: *(the name must include the word "Corporation", "Incorporated", "Limited", "Company" or one of the abbreviations thereof):*

Indiana Wind Symphony, Inc.

Principal Office: The address of the principal office of the Corporation is:

Post office address	City		ZIP code
410 Second Avenue, N.E.	Carmel	Indiana	46032

ARTICLE II - Purpose *(optional)*

The purposes for which the Corporation is formed are:

1. to provide to the general public opportunities to experience and listen to the finest wind band music and literature through concerts, activities in schools, clinics and other educational activities;
2. to provide a professional - semi-professional level musical forum for the study of literatu: education and an opportunity for the musicians to work with other professional, semi-professional musicians in developing their talents and thereby providing musical expression available to the general public;
3. to represent as musical ambassadors the City of Indianapolis and the State of Indiana;
4. to promote band and wind band music and literature for local, state and national uses and establish a musical library with wind band literature; and
5. other related musical and educational activities connected with these purposes.

ARTICLE III - Type of Corporation *(check only one)*

The Corporation is a:

- ☒ public benefit corporation, which is organized for a public or charitable purpose;
- ☐ religious corporation, which is organized primarily or exclusively for religious purposes; or
- ☐ mutual benefit corporation *(all others)*.

ARTICLE IV - Registered Agent and Registered Office

Registered Agent: The name and street address of the Corporation's Registered Agent and Registered Office for service of process are:

Name of Registered Agent

Lawrence E. Lawhead

Address of Registered Office *(street or building)*	City		ZIP code
8900 Keystone Crossing, Suite 940	Indianapolis	Indiana	46240-4633

ARTICLE V - Membership

Indicate if Corporation will have members:

☒ Yes ☐ No

Name(s) and address(es) of the incorporator(s) is/are as follows:

Name	Number and Street or Building	City	State	ZIP code
Lawrence E. Lawhead	8900 Keystone Crossing #940	Indianapolis	Indiana	46240-4633

ARTICLE VII - Distribution of Assets on Dissolution or Final Liquidation

Refer to Indiana Code 23-17-22-5 for permitted activities following Dissolution.

1. To a person or entity described in Section 501(c)(3) of the Internal Revenue Code; or

2. If the dissolved corporation is not described in Section 501(c)(3) of the Internal Revenue Code, to a foreign or domestic public benefit or religious corporation.

THIS DOCUMENT MUST BE SIGNED BY ALL INCORPORATORS.

I (we) hereby verify, subject to penalties of perjury, that the facts contained herein are true. *(Notarization not necessary)*

Signature	Printed name
	Lawrence E. Lawhead
Signature	Printed name
Signature	Printed name

This instrument was prepared by: *(name)*

Lawrence E. Lawhead

Address	City	State	ZIP code
8900 Keystone Crossing, Suite 940	Indianapolis	Indiana	46240-4633

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 17 1999

INDIANA WIND SYMPHONY INC
410 SECOND AVE
CARMEL, IN 46032

Employer Identification Number:
35-2029445
DLN:
319223178
Contact Person:
GLORIA FOLK ID# 52623
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

INDIANA WIND SYMPHONY INC

990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Marvin Medick

District Director

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Linda M Moore, an authorized representative of Indiana Wind Symphony ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending ~~2018 totaled~~ $ 99,709 per Line 9 of 2018 Form 990

Signature
Printed Name Linda M Moore

Subscribed and sworn to before me, the undersigned Notary Public, this 22 day of November, 2019.

Lara C. Schmutte
Notary Public, State of Indiana
SEAL
My Commission Expires Nov. 17, 2024

[SEAL]

Signature - Notary Public

Printed Name Lara C Schmutte

Resident of Marion County, Indiana

My Commission Expires: November 17 2024

Indiana Wind Symphony
Statement of Financial Position
As of November 30, 2019

		Total
ASSETS		
Current Assets		
Bank Accounts		
Checking		25,421.46
Total Bank Accounts	**$**	**25,421.46**
Total Current Assets	**$**	**25,421.46**
Fixed Assets		
Fixed Asset		14,805.00
Accumulated Depreciation		(3,600.92)
Total Fixed Assets	**$**	**11,204.08**
TOTAL ASSETS	**$**	**36,625.54**
LIABILITIES AND EQUITY		
Total Liabilities		-
Net Assets		
Net Assets without donor restrictions		36,625.54
Total Net Assets	**$**	**36,625.54**
TOTAL LIABILITIES AND NET ASSETS	**$**	**36,625.54**

These financial statements have been prepared on a cash basis and all disclosures have been omitted. They have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

Indiana Wind Symphony
Statement of Activity
For the five month period from July 1 to November 30, 2019

		Total
Revenue		
Concert Income	$	10,142.00
Contribution Income		9,248.99
Grants Income		1,576.75
Shirt and Photo Sale		265.00
Total Revenue	$	21,232.74
Expenditures		
Advertising		381.00
PayPal/Stripe fee		74.87
Concert Expenses		
Concert Advertising		98.98
Concert Hall Rental		3,205.78
Facility Ticket Surcharge		4,345.93
Music		3,176.50
Other Concert Expenses		132.00
Other Paid Performers		835.00
Printing		641.50
Program printing		2,523.91
Receptions		2,674.83
Soloist/Guest Conductor		3,516.08
Transport Expense		340.46
Total Concert Expenses	$	21,490.97
Depreciation Expense		1,107.92
Equipment purchase expense		489.85
Insurance		1,340.00
Marketing		756.38
Office Supplies		146.74
Postage and delivery		67.00
Rent & Lease		1,262.00
Shirt Sale Expense		186.95
Web Site Expense		60.00
Total Expenditures	**$**	**27,363.68**
Net Revenue less expenditures	**$**	**(6,130.94)**

These financial statements have been prepared on a cash basis and all disclosures have been omitted. They have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

Form **990-EZ**

Department of the Treasury
Internal Revenue Service

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990EZ* for instructions and the latest information.

OMB No. 1545-1150

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning Jul 1, 2018, and ending Jun 30, 2019

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: Indiana Wind Symphony, Inc.

Number and street (or P.O. box, if mail is not delivered to street address): PO Box 78592 | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: Indianapolis, IN 46268

D Employer identification number: 35-2029445

E Telephone number: (317)213-7989

F Group Exemption Number ▶

G Accounting Method: ☒ Cash ☐ Accrual Other (specify) ▶

H Check ▶ ☐ if the organization is **not** required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: ▶ IndianaWindSymphony.org

J Tax-exempt status (check only one) – ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are $200,000 or more, or if total assets (Part II, column (B)) are $500,000 or more, file Form 990 instead of Form 990-EZ ▶ $ 107,695.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I ☒

Revenue	1	Contributions, gifts, grants, and similar amounts received		1	68,422.
	2	Program service revenue including government fees and contracts		2	28,579.
	3	Membership dues and assessments		3	
	4	Investment income		4	
	5a	Gross amount from sale of assets other than inventory	5a		
	b	Less: cost or other basis and sales expenses	5b		
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)		5c	
	6	Gaming and fundraising events:			
	a	Gross income from gaming (attach Schedule G if greater than $15,000)	6a		
	b	Gross income from fundraising events (not including $ ____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000)	6b	9,819.	
	c	Less: direct expenses from gaming and fundraising events	6c	7,417.	
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)		6d	2,402.
	7a	Gross sales of inventory, less returns and allowances	7a	875.	
	b	Less: cost of goods sold	7b	569.	
	c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)		7c	306.
	8	Other revenue (describe in Schedule O)		8	
	9	**Total revenue.** Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶		9	99,709.
Expenses	10	Grants and similar amounts paid (list in Schedule O)		10	
	11	Benefits paid to or for members		11	
	12	Salaries, other compensation, and employee benefits		12	
	13	Professional fees and other payments to independent contractors		13	14,050.
	14	Occupancy, rent, utilities, and maintenance		14	2,070.
	15	Printing, publications, postage, and shipping		15	128.
	16	Other expenses (describe in Schedule O) See Line 16 Stmt		16	61,499.
	17	**Total expenses.** Add lines 10 through 16 ▶		17	77,747.
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)		18	21,962.
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)		19	20,795.
	20	Other changes in net assets or fund balances (explain in Schedule O)		20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶		21	42,757.

Exhibit "F"
List of the Grantee's board of directors and officers

Indiana Wind Symphony Board of Directors

Full Name: Linda Moore
Official Role: President
Term: 2019-2020
Home County: Marian
Profession/Job Title: Occupational Therapist
Place of Employment: Self-Employed
Area(s) of Expertise: Arts and Community Outreach
Total Years of Service: 4

Full Name: Jennifer Jansen
Official Role: Past President
Term: 2017-2019
Home County: Johnson
Profession/Job Title: Attorney
Place of Employment: Indiana Department of Transportation
Area(s) of Expertise: Legal, Community Arts Advocacy
Total Years of Service: 2

Full Name: Carl Butler
Official Role: Secretary
Term: 2019-2021
Home County: Hamilton
Profession/Job Title: Vice President of Counsel, Angie's List
Place of Employment: Angie's List
Area(s) of Expertise: Legal, Community Leadership, Music Performance
Total Years of Service: 5

Full Name: Amanda Couture
Official Role: Board Member
Term: 2017-2019
Home County: Marion
Profession/Job Title: Attorney
Place of Employment: Ogletree Deakins
Area(s) of Expertise: Legal, Community Arts Advocacy
Total Years of Service: 2

Full Name: Larry Purdue
Official Role: Board Member
Term: 2018-2020
Home County: Hamilton
Profession/Job Title: Musician
Place of Employment: Self-Employed
Area(s) of Expertise: Arts
Total Years of Service: 2

Full Name: Jan Schreibman
Official Role: Board Member
Term:2019-2021
Home County: Marion
Profession/Job Title: Director of Music Therapy, University of Indianapolis
Place of Employment: University of Indianapolis
Area(s) of Expertise: Music Therapy, Music Education
Total Years of Service: 9

Full Name: Corey Glenton
Official Role: Board Member
Term: 2019-2021
Home County: Hamilton
Profession/Job Title: Marketing Director
Place of Employment: Girl Scouts
Area(s) of Expertise: Marketing
Total Years of Service: 1

Exhibit G. Year end report

The Indiana Wind Symphony has spent the last year in a reinvention phase. We were able to provide music in a wide array of venues including an European Tour, The State Fair, smaller festivals as well as the Palladium. We hosted a Side by Side concert in which exceptional high school musicians got a chance to play with our members. Next season we hope to have two of the Side by Side concerts. The Grant helps us be able to reach the widest possible audience and introduce them to the music of band and wind ensembles.

Our operating budget covers music purchases, concert expenses, marketing, and outreach programming and has now stretched to cover further organizational development. Our year's accomplishments are outlined in the grant application. We are planning for a year of exciting changes and growth.

The grant helps make all of this possible. Any additional information is a available if needed.

Linda M Moore
President
Indiana Wind Symphony

RESOLUTION NO. BPW 01-22-20-19

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and the Indianapolis Children's Choir (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Don Steeey, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement.** The City, after review and recommendation by the Mayor, agrees to grant $ 6,500.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status.** Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Indianapolis Children's Choir **("Grantee")**

By: _____ (Signature)

Printed Name of Officer: Don Stetty Title: Executive Director

Date: 11/20/19

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Indianapolis Children's Choir
Address: 4600 Sunset Avenue
Indianapolis, IN 46208
Telephone: 317-940-9640 Fax: 317-940-6129
Contact Person: David H. Riggs - 317-940-8067
Email: dhriggs@icchoir.org

APPLICATION AMOUNT: $ 7,500

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

This grant will be used to support the delivery of Indianapolis Children's Choir music education programs in the City of Carmel and for its children, youth, and families as described in the accompanying Supplementary Narrative

By: [signature]
Printed Name of Officer: Don Steffey
Title: Executive Director
Date: 11/20/19

(Additional pages may be added to Exhibit "A")

INDIANAPOLIS CHILDREN'S CHOIR

2020 CITY OF CARMEL ARTS GRANT PROGRAM APPLICATION
SUPPLEMENTARY NARRATIVE

November 22, 2019

REQUEST

The Indianapolis Children's Choir (ICC) and the City of Carmel have a shared vision for and commitment to the importance of the arts and its positive impact in our community and on children, youth, and families. The ICC respectfully requests a $7,500 grant from the City of Carmel 2020 Arts Grants program in support of the vital music education programs provided by the ICC in the City of Carmel and for the children, youth, and families who reside in Carmel. The ICC is grateful for grants received in 2019, 2018, 2017, 2016, 2015, and 2014 and appreciates the City of Carmel's consideration of our 2020 application. This supplementary narrative is presented in support of that application.

ABOUT THE INDIANAPOLIS CHILDREN'S CHOIR

The Indianapolis Children's Choir believes in the importance of music education and that the pursuit of artistic excellence is a vehicle for the growth of happier, healthier, and more successful young people. And while ICC performances enrich the overall central Indiana community, the community shared by ICC singers is a safe and supportive place where they are encouraged to explore and discover who they are and what they can be. They learn the value of discipline, forge lasting friendships, and develop a sense of personal pride and a heart for civic service.

The mission of the Indianapolis Children's Choir is to nurture and inspire student achievement through quality music education and the pursuit of artistic excellence in choral music performance.

The ICC pursues its mission through the following **core values**:

- Personal and Social Growth – Foster leadership, accomplishment, self-worth, teamwork, pride, and appreciation of music among singers, parents/guardians, and audience members
- Diversity, Accessibility and Safety – Enrich the lives of children from all religious, racial, cultural, and economic backgrounds. Never compromise the safety and security of our singers
- Creativity and Excellence – Strive to lead locally, nationally, and internationally and to pursue excellence in quality music education for singers and for teachers

ARTISTRY. COMMUNICATION. EDUCATION. EXCELLENCE.
The ICC commitment to its families and to the community is driven by four fundamental and essential pillars.

ARTISTRY
It is a sense of curiosity and imagination while stimulating creativity in our singers. As an organization, we encourage a life-long love of music in not only our singers, but our parents, alumni and audience members through engaging repertoire and performances.

COMMUNITY
For our singers, we develop a safe place for children from all religious, racial, cultural, and economic backgrounds to come together to learn about themselves and the world around them. We never compromise the safety and security of our singers. For central Indiana, we embrace the communities that surround us by addressing its needs and by making it a more vibrant and creative place.

EDUCATION
For our singers, the ICC provides a broad and sequential continuum of music education for children and youth of all ages, abilities, and experience levels. For our community, the ICC is committed to working directly with music teachers and schools to provide free services and resources to support, not supplant, music programs in our schools.

EXCELLENCE
For our singers, we foster leadership, accomplishment, self-worth, and teamwork. For the music community, we strive to lead locally, nationally, and internationally and to pursue excellence in quality music education for singers and for teachers.

The ICC is recognized internationally for the artistic accomplishments of its singers and celebrated locally as an integral part of the cultural fabric of central Indiana. The ICC is one of the most established, comprehensive, and respected children's choral programs in the world; encompassing children from 18 months to 18 years of age, and bringing singers together from a wide range of cultural and socioeconomic backgrounds from more than 20 counties in Indiana.

The ICC holds a leadership role in the children's choral community, sharing resources with teachers around the globe, taking initiative in curriculum development, and making many contributions to the body of children's choral music. Each year, singers participate in a full Concert Season, receive requests to perform at nearly 100 community events, and tour nationally and internationally. They have collaborated with premier musicians such as Celine Dion and the Moscow Chamber Orchestra, and have performed at prestigious events including Super Bowl XLVI and the 100th running of the Indianapolis 500.

The ICC Concert Season, which includes public performances attended by more than 10,000 people each year, offers inspiring music that also provide ICC singers with the satisfaction of achieving their artistic goals and the experience of performing before a live audience. In addition, children and youth who participate in the ICC's programs gain increased cultural awareness through opportunities to tour and perform state-wide, nationally, and globally. In these choirs, repertoire includes dozens of languages, styles of music, and formats to expose singers to a wealth of diverse musical genres and pieces.

Beyond the artistic excellence created by its singers, the ICC has a positive impact on children and youth where they feel accepted, respected, responsible, and challenged. Young people flourish when they are engaged in activities that are valued, meaningful, and worthwhile. Among peers who become lifelong friends, and with the guidance of caring adult role models, children and youth are empowered to pursue and achieve excellence.

ICC COMMUNITY OUTREACH – EVERYONE COUNTS

The impact of the ICC extends beyond its choirs – the organization serves approximately 5,000 young people each year through a range of music education programs. Through the Everyone COUNTS (Community Outreach Uniting and Nurturing Through Song) initiative, the ICC serves those who might otherwise not have access to music education and ICC programs. Specific programs include:

- **Tuition Scholarships,** which provide financial aid directly to qualifying families in order to ensure that economic situation is not a barrier to participation in ICC choirs. Based on need, eligible families may have up to 85% of tuition expenses relieved, and the ICC has a 2019-20 need of $33,500 in order to provide scholarship assistance to 110 singers.

- **Early Childhood and After-school Music Education,** which serves children age 18 months through kindergarten, utilizes a curriculum, based on *First Steps in Music*, designed to stimulate academic, social, and developmental skills while nurturing a love for music. These programs are provided on the campus of Butler University, as well as in multiple partner sites located throughout central Indiana, including Christel House Academy, St. Mary's Child Center, and Wayne Township Preschool. The ICC also provides after-school music education programs at Shepherd Community Center and in other schools and agencies that serve low-income and at-risk children.

- **Neighborhood Choir Academy**, which offers eight-week after school specialized choral singing experiences and instruction for students in Indianapolis area schools that culminate with participation in an ICC Concert Season performance. This program is carefully coordinated with partner school music departments.

- **Special Needs Programs,** which engage children of all abilities by utilizing visual and tactile experiences, tailored to the abilities and needs of participants, to aid in the development of singing and cognitive skills. Activities focus on proper singing techniques and the social skills involved in being a member of a musical ensemble. The centerpiece of this program is the unique tuition-free *Jubilate* Choir, which meets weekly throughout the school year on the campus of Butler University.

- **Regional Choir Programs**, which make participation in the ICC more accessible to families residing in the counties outside of Indianapolis through community-based choirs led by ICC directors.

- **Innovations**, which offers complimentary services and resources for music teachers and schools through free workshops, choir clinics, guest conducting, and other requested professional development activities. This program reaches approximately 2,500 students each year.

MUSIC EDUCATION BENEFITS

The exceptional artistic product of ICC singers is only one dimension of the organization's impact; the benefits of music education extend beyond the development of artistic skills. A growing and compelling body of research indicates that participation in music education programs is essential for the growth and development of children and has a profoundly positive impact on school attendance, academic achievement, graduation rates, interpersonal relationships, and communication skills.

The National Association for Music Education reports that "students in strong music programs have better school attendance and higher graduation rates" and that "students who were significantly involved in music during middle and high school showed higher levels of math proficiency by their senior year regardless of socioeconomic status."
In addition, findings from the National School Readiness Indicators Initiative demonstrate that:

- Music helps children expand vocabulary, acquire an understanding of symbols and sequence, and improve memory and auditory function

- Early childhood curricula that integrate a structured music program can help children to develop and understand verbal and musical language, express feelings and emotions in a creative manner, and work well with others

- Quality music programs help children develop their gross and fine motor skills, which are important to emotional expression, particularly in children with limited verbal/oral ability

Through the arts, children discover how to participate in their own way, to tell their own stories and find a voice, and to learn about themselves; as a result, they find that their stories matter, that their artistic product contributes to the greater community – and they develop confidence and a sense of purpose. In addition, the arts fulfill a fundamental human need for beauty, and they are a pathway to express and process emotions. Children who participate in the arts have a means to release stress in a productive way, and they have greater happiness and mental health.

THE ICC IN THE CITY OF CARMEL

The Indianapolis Children's Choir has a very strong presence in Carmel that includes Early Childhood music education program available to children as young as 18 months, a preparatory choir program for singers in grades 1-3, and the community-based Carmel Children's Choir for young people in grades 4-7. These programs are also available on the campus of Butler University, as are advanced children's choirs for those in grades 4-9 and the ICC Master Chorale for high school students. ICC ensembles also perform frequently in Carmel and collaborate with civic and community organizations such as the Carmel Symphony Orchestra.

ICC Early Childhood Program

The ICC offers its Early Childhood Program to children ages 18 months through kindergarten. This music education program utilizes the First Steps in Music curriculum to develop singing, vocabulary, and movement skills, while, at the same time, nurturing a love of music and singing. Children learn informally by playing with music through a series of carefully designed games and activities.

The program offers unique introductory music experiences to children earlier in life than formal education is available, and multiple studies affirm the importance of introducing musical concepts at a very young age.

The ICC offers its Early Childhood Program on the campus of Butler University and at other locations throughout central Indiana and in 2020 will offer it at the Carmel Campus of Cornerstone Lutheran Church.

ICC Foundations Choir

In order to respond to the unique needs of kindergartners, in 2019 the ICC introduced a new choir program – the Foundations Choir. The choir meets for 10 weeks per semester and the program concludes with a performance at an ICC Season Concerts. Singers are introduced to formal choir instruction in a playful and understanding environment, and the choir lays the foundation for music concepts that the singers will encounter as they move up to Preparatory Choir.

The program integrates essential academic, social, and developmental concepts into the choir curriculum to help Kindergarten singers reach important milestones. In addition to traditional music instruction, the Foundations curriculum will fold symbols, patterns, math, and more into the choir curriculum in order to strengthen important Kindergarten skills.

The Foundations Choir program is offered at the Carmel Campus of Cornerstone Lutheran under the direction of Joanna Golando. Ms. Golando earned her Bachelor of Music Education from Butler University and her Master of Music Education with an emphasis in Orff Schulwerk from Anderson University. She currently teaches in Hamilton Southeastern.

ICC Preparatory Choir Program

The ICC's Preparatory Choir Program is a non-auditioned experience for children in grades one through three. Participants are introduced to choral music and singing techniques such as music reading, breathing, posture, and movement in an atmosphere that combines learning with fun. The program is provided in a rehearsal setting to help prepare the singers for more formal choir experiences in addition, Preparatory Choir members participate in select ICC Concert Season performances and at local and regional community events.

In Carmel, the ICC offers its preparatory choir program at the Carmel Campus of Cornerstone Lutheran Church under the direction of ICC Director of Outreach and Choir Programs, Lauren Southard. There is an additional preparatory choir program at the Fishers Campus of Cornerstone Lutheran Church, and the program is also available on the campus of Butler University and at other locations throughout central Indiana.

Carmel Children's Choir

The Carmel Children's Choir continues to be one of the ICC's strongest and most popular community choirs. Children in grades four through seven attend weekly rehearsals, participate in select ICC Concert Season performances, and perform at local and regional community events. The Carmel Children's Choir rehearses at the Carmel Campus of Cornerstone Lutheran Church under the leadership of ICC Director of Outreach and Choir Programs Lauren Southard.

Lauren Southard has been a full-time ICC staff member since 2008 and currently oversees all ICC outreach programming. She also teaches selected early childhood classes, directs selected preparatory choir programs, and directs the *Jubilate* Choir for children with special needs. She holds a Bachelor of Music degree in Music Education from Butler University, an MA in Educational Administration and Supervision, and an MA in Applied Behavior Analysis with an emphasis in autism. She has presented at the Indiana Music Educators Association annual convention and has been a member of the National Association for Music Education, American Orff-Schulwerk Association, Indiana Music Educators Association (IMEA), Indiana Kodály Educators, and Indiana Orff-Schulwerk Association (IOSA).

ICC Campus Choirs

Carmel children and youth in grades four through nine may also choose to join choirs that rehearse on the campus of Butler University (or in community choirs meeting in other off-campus locations.) Each student is placed in a choir based on experience and where they will have the best learning experience. Beginning level choirs include students who exhibit a strong desire to sing and have demonstrated an intermediate proficiency in vocal technique. More advanced choirs are comprised of students who have demonstrated a high degree of vocal and sight-reading ability. The ICC also has two high school choirs that include students who have successfully auditioned.

Performance Highlights

Members of the Carmel Children's Choir, the Carmel Preparatory Choir, and other ICC campus and community choirs have multiple opportunities to perform in Carmel, in Indianapolis, throughout Indiana, across the country, and, for singers in advanced choirs, throughout the world. These concerts provide quality musical artistry to the audience and give singers the satisfaction and affirmation that comes with achieving the highest level of excellence and expression and also provide singers with opportunities for community service and exposure to a variety of cultures.

These opportunities include:

- Performances in Carmel in churches, civic organizations, senior living communities, and community events and festivals, as well as in collaboration with local arts organizations such as the Carmel Symphony Orchestra and the Central Indiana Dance Ensemble. During 2020 the ICC will continue to work closely with the Carmel Symphony Orchestra to create additional collaborations.

- Performances at choral and community events throughout Indiana, such as *The Nutcracker* and other holiday celebrations.

- Participation in the Indianapolis Children's Choir Concert Season, singing alongside other ICC choirs, sharing an experience with a larger group and meeting new people. **The performance of the major work *Jubilate Deo* by the ICC's Master Chorale, comprised of 10th, 11th, and 12th grade singers, will be held in Carmel at Cornerstone Lutheran Church and will include collaboration with the Carmel Symphony Orchestra.**

- National and international tours that expand cultural awareness and increase appreciation for the international arts community. 2020 planned tours include one to Savannah, Georgia and Charleston, South Carolina; and one to the Appalachian Festival of Young Voices in Charleston West Virginia. In 2021 a major tour is planned for singers in all choirs to perform at Carnegie Hall in New York City, New York.

INDIANAPOLIS CHILDREN'S CHOIR
FY 2018-19 CARMEL CHORAL AND MUSIC EDUCATION OPERATING BUDGET

INCOME		
Tuition	$	18,250
Contributions (Designated)	$	6,000
Contributions (Undesignated)	$	7,500
Allocation from General Operating Support	$	7,875
Total Income	$	39,625
EXPENSES		
Artistic and Music Education Staff	$	17,300
Accompanists	$	1,700
Program Support Staff	$	7,575
Administrative Support	$	5,400
Office Expenses	$	1,650
Program Materials, Tuition Assistance, Insurance	$	4,500
Marketing	$	1,500
Total Expenses	$	39,625

Indianapolis Children's Choir
2019-20 Budget Summary

ACCOUNT NAME	OPERATIONS 19-20	OUTREACH 19-20	CICC 19-20	AACC 19-20	E-CHLDHD 19-20	TOTAL 19-20
DEVELOPMENT REVENUE						
TOTAL CONTRIBUTIONS	721,870.00	53,500.00	0.00	22,000.00	0.00	797,371.00
MEMBER REVENUE						
TOTAL MEMBER REVENUE	315,200.00	86,135.00	33,770.00	18,565.00	17,065.00	$470,735.00
PERFORMANCE REVENUE						
TOTAL PERFORMANCE REVENUE	172,600.00	0.00	0.00		0.00	$172,600.00
PROMOTIONAL REVENUE						
TOTAL PROMOTIONAL REVENUE	9,425.00	0.00	0.00	2,000.00	0.00	$11,425.00
OTHER REVENUE						
TOTAL OTHER REVENUE	37,475.00	0.00	0.00	0.00	0.00	$37,475.00
GRAND TOTAL ALL REVENUES	1,256,570.00	139,635.00	33,770.00	42,565.00	17,065.00	1,489,606.00
ARTISTIC SALARIES						
TOTAL ARTISTIC SALARIES	168,962.00	83,656.00	19,938.00	18,301.00	38,620.00	$329,477.00
MANAGEMENT SALARIES						
TOTAL MANAGEMENT SALARIES	361,812.00	97,147.00	23,278.00	6,459.00	0.00	$488,696.00
EMPLOYEE BENEFITS						
TOTAL EMPLOYEE BENEFITS	74,000.00	0.00	0.00	0.00	0.00	$74,000.00
OUTSIDE LABOR						
TOTAL OUTSIDE LABOR	67,035.00	4,500.00	2,500.00	2,300.00	0.00	$76,336.00
OFFICE EXPENSE						
TOTAL OFFICE EXPENSE	33,948.00	8,570.00	2,143.00	250.00	0.00	$44,910.00
PROGRAM/PERFORM EXPENSE						
TOTAL PROGRAM/PERFORM EXPENSE	243,325.00	47,525.00	4,850.00	5,350.00	0.00	$301,050.00
MARKETING EXPENSE						
TOTAL MARKETING EXPENSE	47,563.00	5,938.00	500.00	250.00	0.00	$54,250.00
DEVELOPMENT EXPENSE						
TOTAL DEVELOPMENT EXPENSE	80,000.00	0.00	0.00	0.00	0.00	$80,000.00
CAPITAL EXPENSE						
TOTAL CAPITAL EXPENSE	25,500.00	2,600.00	650.00	2,000.00	0.00	$30,750.00
OTHER EXPENSE						
TOTAL OTHER EXPENSE	$9,500.00	$0.00	$0.00	$0.00	$0.00	$9,500.00
GRAND TOTAL ALL EXPENDITURES	**1,111,644.00**	**249,936.00**	**53,858.00**	**34,910.00**	**38,620.00**	**1,488,969.00**
TOTAL NET INCOME (LOSS)	144,926.00	-110,301.00	-20,088.00	7,656.00	-21,555.00	637.00

State of Indiana
Office of the Secretary of State

CERTIFICATE OF RESTATEMENT

of

INDIANAPOLIS CHILDREN'S CHOIR INC

I, CONNIE LAWSON, Secretary of State of Indiana, hereby certify that Articles of Restatement of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, May 30, 2012.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 30, 2012.

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

198609-935 / 2012060107727

Internal Revenue Service
District Director

Department of the Treasury

P. O. BOX 2508
CINCINNATI, OH 45201

Date: SEP 4 1987

Employer Identification Number:
35-1690755
Contact Person:
MARILYN MILLER
Contact Telephone Number:
(513) 684-3578

INDIANAPOLIS CHILDRENS CHOIR
INCORPORATED
R 1 BOX 255-73
PITTSBORO, IN 46167

Accounting Period Ending:
June 30
Form 990 Required:
Yes
Caveat Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

INDIANAPOLIS CHILDRENS CHOIR

The heading of this letter indicates whether you must file Form 990, Return of Organization Exempt from Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

H. M. Browning

Harold M. Browning
District Director

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Don Stetty, an authorized representative of Indianapolis Children's choir ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 1,546,503.

Signature
Printed Name Don Stetty

Subscribed and sworn to before me, the undersigned Notary Public, this 20th day of November, 2019.

Signature - Notary Public

Printed Name Adam J. Fitzgerald

Resident of Marion County, Indiana

My Commission Expires: 5/25/24

[SEAL]

ADAM J. FITZGERALD
NOTARY PUBLIC
SEAL
STATE OF INDIANA
Commission Number 0685919
My Commission Expires 05/25/2024

Indianapolis Children's Choir

Balance Sheet Comparative

10/31/19 and 10/31/18

		Actual 10/31/2019	Actual 10/31/2018	Change incr/(decr)
Assets				
01-11101-01	Corporate general checking 5/3 Bank	$2,359.24	$2,286.24	$73.00
01-11103-01	Stifel	$1,447.81	$1,444.58	$3.23
01-11111-01	Corporate general checking - PNC	$7,425.42	$10,137.78	($2,712.36)
01-11111-03	Corporate general checking - PNC ICCPA	$9,861.36	$9,435.17	$426.19
01-11112-02	Tour Savings Account PNC	$11,163.19	$61,755.12	($50,591.93)
01-11113-02	Scrip Tour Savings PNC	$6,488.65	$3,555.57	$2,933.08
01-11114-04	Grant savings PNC	$128,496.00	$113,317.05	$15,178.95
01-11119-01	Special Savings - Nat'l Bank of Indianapolis	$4,521.38	$4,526.16	($4.78)
01-11120-01	Petty cash	$500.00	$500.00	$0.00
01-11201-01	Accounts Receivable-Student	$186,867.14	$156,702.68	$30,164.46
01-11202-01	Accounts Receivable-other	$8,255.00	$10,505.00	($2,250.00)
01-11204-01	Allowance for doubtful accounts	($7,500.00)	($7,500.00)	$0.00
01-11205-01	Grants Receivable	$23,625.25	$51,632.25	($28,007.00)
01-11205-02	Allowance for doubtful accounts-tour	($4,743.65)	($409.65)	($4,334.00)
01-11206-01	AR Suspense	($6,408.60)	($7,623.42)	$1,214.82
01-11207-01	Pledges Receivable	$46,175.10	$60,145.50	($13,970.40)
01-11208-01	Present Value Discount	($2,344.83)	($4,360.29)	$2,015.46
01-11209-01	Allowance for Doubtful Pledges	($15,242.64)	$0.00	($15,242.64)
01-14101-01	Due from Tour-Corp	$499.19	$420.00	$79.19
01-14201-02	Due from Corp-Tour	$0.00	$25,981.00	($25,981.00)
01-15101-01	Equipment	$109,793.65	$110,473.21	($679.56)
01-15102-01	Improvements	$70,717.18	$70,717.18	$0.00
01-15103-01	Furniture & Fixtures	$108,924.95	$108,435.95	$489.00
01-15104-01	Vehicles	$73,556.25	$39,577.25	$33,979.00
01-15105-01	Uniforms	$35,537.20	$35,537.20	$0.00

01-15106-01	Music Library	$525,523.04	$517,174.81	$8,348.23
01-15107-01	Software	$24,892.17	$30,846.47	($5,954.30)
01-15500-01	Accumulated Depreciation	($850,027.96)	($824,095.69)	($25,932.27)
01-16101-02	Prepaid Expenses-Tour	$875.00	$875.00	$0.00
01-16103-01	Prepaid Expenses - Lilly Lease	$312,261.67	$346,957.34	($34,695.67)
01-17101-01	CICF Perpetual Fund	$205,169.54	$120,234.70	$84,934.84
01-17102-01	Endowment - Stifel	$51,013.52	$407.79	$50,605.73
01-17103-01	CICF Nonpermanent Fund	$262,902.06	$254,589.43	$8,312.63
01-17104-01	Endowment Fund Acct Manion #4500	$464,560.27	$369,732.80	$94,827.47
01-17105-01	Reserve Fund Acct - Manion #2909	$238,868.56	$317,717.52	($78,848.96)
	Total Assets	**$2,036,012.11**	**$1,991,631.70**	**$44,380.41**

Liabilities and Fund Balance

Liabilities

01-21101-01	Accounts Payable-Corp	($3,807.84)	($3,807.84)	$0.00
01-21301-02	Tour Liability to Singers	$3,031.55	($369,148.32)	$372,179.87
01-21302-01	Student Refunds Due	($305.00)	($60.00)	($245.00)
01-21402-01	CICC Escrows	$5,839.15	$5,982.58	($143.43)
01-22101-01	Due to Tour-Corp	$0.00	$25,981.00	($25,981.00)
01-22102-01	Due to ICCPA-Corp	$0.00	$100.00	($100.00)
01-22201-02	Due to Corp-Tour	$499.19	$420.00	$79.19
01-24103-01	Deferred income - other	$4,947.50	$4,545.50	$402.00
	Total Liabilities	**$10,204.55**	**($335,987.08)**	**$346,191.63**

Fund Balance

01-31001-01	Corporate General Net Assets	$1,505,151.53	$1,806,962.75	($301,811.22)
01-32001-02	Tour Net Assets	$496,330.86	$496,330.86	$0.00
01-33001-03	ICCPA Net Assets	$24,325.17	$24,325.17	$0.00
	Total Fund Balance	**$2,025,807.56**	**$2,327,618.78**	**($301,811.22)**
	Total Liabilities and Fund Balance	**$2,036,012.11**	**$1,991,631.70**	**$44,380.41**

Indianapolis Children's Choir

Income Statement - Consolidated

At 10/31/2019

	Actual YTD	Budget FY	Budget YTD	YTD Var over/(under)
REVENUES				
OUTSIDE SUPPORT				
PRIVATE DESIGNATED CONTRIBUTIONS				
TOTAL PRIVATE DESIGNATED CONTRIBUTIONS	$87,561.06	$40,500.00	$13,500.00	$74,061.06
GOVERNMENT GRANTS				
TOTAL GOVERNMENT GRANTS	$0.00	$75,000.00	$25,000.00	($25,000.00)
GENERAL OPERATING CONTRIBUTIONS				
TOTAL GENERAL OPERATING CONTRIBUTIONS	$107,459.46	$645,000.00	$215,000.00	($107,540.54)
TOTAL OUTSIDE SUPPORT	$195,020.52	$760,500.00	$253,500.00	($58,479.48)
GENERATED REVENUE				
MEMBER FEES				
TOTAL MEMBER FEES	$418,527.50	$470,735.00	$156,911.67	$261,615.83
PERFORMANCE REVENUE				
TOTAL PERFORMANCE REVENUE	$69,927.52	$172,600.00	$57,533.33	$12,394.19
PROMOTIONAL REVENUE				
TOTAL PROMOTIONAL REVENUE	$14,344.63	$11,425.00	$3,808.33	$10,536.30
TOTAL GENERATED REVENUE	$502,799.65	$654,760.00	$218,253.33	$284,546.32
OTHER REVENUES				
TOTAL OTHER REVENUES	$17,670.80	$74,345.99	$24,782.00	($7,111.20)
TOTAL REVENUES	$715,490.97	$1,489,605.99	$496,535.33	$218,955.64
EXPENSES				
SALARIES AND WAGES				
Artistic				
Total Artistic	$103,250.35	$329,476.15	$109,825.38	($6,575.03)
Management				
Total Management	$164,729.79	$488,695.04	$162,898.35	$1,831.44
TOTAL SALARIES AND WAGES	$267,980.14	$818,171.19	$272,723.73	($4,743.59)
EMPLOYEE BENEFITS				
TOTAL EMPLOYEE BENEFITS	$30,004.90	$74,000.00	$24,666.67	$5,338.23
CONTRACT LABOR				
Accompanists				
Total Accompanists	$5,452.88	$34,850.00	$11,616.67	($6,163.79)
Other Labor				
Total Other Labor	$6,979.61	$41,485.00	$13,828.33	($6,848.72)

TOTAL CONTRACT LABOR	$12,432.49	$76,335.00	$25,445.00	($13,012.51)
PROGRAM EXPENSES				
Office				
Total Office	$11,215.13	$44,910.00	$14,970.00	($3,754.87)
General Operations				
Total General Operations	$88,994.12	$281,050.00	$93,683.33	($4,689.21)
Perfomance Expense				
Total Perfomance Expense	$3,055.23	$20,000.00	$6,666.67	($3,611.44)
TOTAL PROGRAM EXPENSES	$103,264.48	$345,960.00	$115,320.00	($12,055.52)
MARKETING EXPENSE				
TOTAL MARKETING EXPENSE	$15,249.49	$54,250.00	$18,083.33	($2,833.84)
DEVELOPMENT EXPENSE				
TOTAL DEVELOPMENT EXPENSE	$24,816.20	$80,000.00	$26,666.67	($1,850.47)
CAPITAL EXPENSE				
TOTAL CAPITAL EXPENSE	$17,596.35	$30,750.00	$10,250.00	$7,346.35
OTHER EXPENSE				
TOTAL OTHER EXPENSE	($8,891.01)	$9,500.00	$3,166.67	($12,057.68)
TOTAL OTHER EXPENSE ADJUSTED	($2.00)			
TOTAL EXPENSES	$471,342.05	$1,488,966.19	$496,322.06	($24,980.01)
NET SURPLUS/(DEFICIT)	**$164,148.92**	**$639.80**	**$213.27**	**$243,935.65**

Internal Use - Not Audited

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

A For the 2017 calendar year, or tax year beginning 7/1/2017 , and ending 6/30/2018

B Check if applicable:
- [ ] Address change
- [ ] Name change
- [ ] Initial return
- [ ] Final return/terminated
- [ ] Amended return
- [ ] Application pending

C Name of organization: Indianapolis Children's Choir

Doing business as: Indianapolis Children's Choir

Number and street (or P.O. box if mail is not delivered to street address): 4600 Sunset Avenue | Room/suite:

City or town: Indianapolis | State: IN | ZIP code: 46208

Foreign country name | Foreign province/state/county | Foreign postal code

D Employer identification number: 35-1690755

E Telephone number: (317) 940-9640

G Gross receipts $ 1,826,931

F Name and address of principal officer: Don Steffey 4600 Sunset Avenue, Indianapolis, IN 46208

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No

If "No," attach a list. (see instructions)

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: ▶ www.icchoir.org

H(c) Group exemption number ▶

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other ▶

L Year of formation: 1986

M State of legal domicile: IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: The mission of the Indianapolis Children's Choir is to provide children with quality music education with the goal of attaining the highest level of artistic excellence in choral music performance.

2 Check this box ▶ [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	24
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	22
5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	5	44
6	Total number of volunteers (estimate if necessary)	6	200
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	814,220	893,125
	9	Program service revenue (Part VIII, line 2g)	683,679	688,697
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	14,372	43,474
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	116,567	124,341
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,628,838	1,749,637
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	31,741	31,650
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	864,449	897,657
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 299,764		
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	639,559	667,003
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	1,535,749	1,596,310
	19	Revenue less expenses. Subtract line 18 from line 12	93,089	153,327

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	1,808,525	1,946,030
	21	Total liabilities (Part X, line 26)	229,164	213,342
	22	Net assets or fund balances. Subtract line 21 from line 20	1,579,361	1,732,688

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer | Date

▶ Janet Bishop, Managing Director — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [X] if self-employed	PTIN
J. Daniel Kanzler	J. Daniel Kanzler	2/18/2019		P01412308

Firm's name ▶ Kanzler Tax & Accounting | Firm's EIN ▶

Firm's address ▶ 8431 Thorn Bend Drive, Indianapolis, IN 46278-5052 | Phone no. (317) 293-4614

May the IRS discuss this return with the preparer shown above? (see instructions) [X] Yes [ ] No

SAMPLE COPY

2019-20 Board of Directors Terms

Updated September, 2019

The board leadership has remained constant for several years, but the ICC actively recruits members to maintain fresh perspectives and to represent the diversity of the organization's constituencies. The ICC Board of Directors consists of 25 individuals who serve in a variety of capacities, including cultivating and soliciting potential donors. Leadership and guidance from the board of directors is essential in the organization's continuous financial management and strategic planning.

Robert Fechtman, President
Founding Partner, Fechtman Law Office

Tim Huston, President-elect
Area Director, Roche Diagnostics

Eric Moy, Past President
Partner, Barnes & Thornburg LLP

Pat Trowers-Johnson, Secretary
Retired Marketing Executive, Eli Lilly & Company

Julie Hipsky, Treasurer
Partner, BKD LLP, CPAs & Advisors

William Batt, Assistant Treasurer
Retired Executive Vice President,
First of America Bank, now owned by PNC

Erin Mayer, ICCPA Representative
Teacher

Brittany Thomas, ICCAA Representative
School-based Clinician, Cummins Behavioral Health

Joe Cookston, AACC/YC Representative
Director, Church of God Ministries
Professor, Warner University

Brad Arthur
Retired Executive, Eli Lilly & Company

Patrick Broccolo
Owner, Senior1Care

Todd Curry
President, The Curry Agency Inc.

Amber Denney (2017-2020)
Assistant Director of Strategic Communication, IUPUI

Maria Fletcher
Health Center Physician, Butler University

Joe Gonzalez
Agent/Business Owner, State Farm Insurance

Toni Kanzler
Director of Finance, Heritage Christian School

Dr. Becky Marsh
Assistant Professor of Choral Music - Butler

Jeff Mortier
Member, Frost Brown Todd LLC

Jim Obermaier
Director of Collections and Tax Liability Management
State of Indiana Department of Revenue

Joshua Pedde
Artistic Director, Indianapolis Children's Choir

Judy Roudebush
Arts Advocate

Patricia Shuhilo
Director, Marketing
Employee Benefits
OneAmerica®

Micah Smith
Owner – Mocha Notes, LLC; former arts commissioner

Don Steffy
Executive Director, Indianapolis Children's Choir

Timothy J. White
Electrical Engineer, Indianapolis Power & Light Co.

INDIANAPOLIS CHILDREN'S CHOIR

2019 CITY OF CARMEL ARTS GRANT PROGRAM
GRANT REPORT

November 22, 2019

INTRODUCTION

The Indianapolis Children's Choir (ICC) is proud and grateful to have been selected as the recipient of a grant from the City of Carmel 2019 Arts Grants program in support of its music education programs in Carmel and for the children, youth, and families that reside in Carmel. In conjunction with the Supplementary Narrative accompanying our 2020 application, we are pleased to provide this Grant Report summarizing the activities, accomplishments, and impact of ICC music education programs in in the Carmel community,

PROGRAMS PROVIDED

During the 2019 the ICC successfully provided the programs listed below, which are also described in the Supplementary Narrative accompanying our 2020 application. These programs were offered on the Carmel Campus of Cornerstone Lutheran Church as well as in multiple other locations throughout central Indiana, including

ICC Early Childhood Program

The ICC provided its Early Childhood Program to children ages 18 months through kindergarten. The goal of the Early Childhood Program is to help children develop singing, vocabulary, and movement skills, while at the same time nurturing a love of music and singing. Children learned informally by playing with music through a series of carefully designed games and activities.

ICC Foundations Choir

The ICC provided its new Foundations Choir order to respond to the unique needs kindergarten singers at the Carmel Campus of Cornerstone Lutheran Church. The program offered formal choir instruction in a playful and understanding environment, and laid the foundation for music concepts that the singers will encounter as they move up to Preparatory Choir. The program integrated essential academic, social, and developmental concepts into the choir curriculum to help strengthen important Kindergarten skills.

ICC Preparatory Choir Program

The ICC's Preparatory Choir Program was provided for children in grades one through three. The program introduced participants to choral music and singing techniques such as music reading, breathing, posture, and movement in an atmosphere that combined learning with fun and that prepared them for a formal choir experience. To better prepare singers for ICC performance choirs, the Carmel Preparatory Choir participated in selected community festivals and events.

Carmel Children's Choir

One of the ICC's affiliate community choirs, the Carmel Children's Choir was provided for students in grades four through seven. Weekly rehearsals were held at the Carmel Campus of Cornerstone Lutheran Church. The Carmel Children's Choir participated in local concerts and community events as well as in selected ICC Concert Season performances. The Carmel Children's Choir was directed by ICC Director of Outreach and Choir Programs Lauren Southard.

Carmel children and youth also joined choirs and participated in music education programs located on the campus of Butler and in other locations in Hamilton County and throughout central Indiana. During the 2019 ICC program year 63 singers were enrolled in choirs and programs based in Carmel, and a total of 114 Carmel residents were registered in ICC choirs and in preparatory choir programs.

PERFORMANCE HIGHLIGHTS

Members of the ICC's Carmel Children's Choir, the Carmel Preparatory Choir, and other performance and preparatory choirs had multiple opportunities to perform in Carmel, Indianapolis and, for singers in advanced choirs, across the United States and throughout the world. These concerts provided quality musical artistry to the audience and give singers the satisfaction and affirmation that comes with achieving the highest level of excellence and expression and also provided singers with opportunities for community service and exposure to variety of cultures.

These opportunities included:

- Performances in Carmel for local community groups, including several senior living communities; in collaboration with Carmel arts organizations including the Carmel Symphony Orchestra, the Central Indiana Dance Ensemble, and the Indiana Ballet Conservatory; and in local venues and productions including The Center for the Performing Arts and multiple productions of *The Nutcracker*.

Highlight ICC performances in Carmel, several of which included the Carmel Children's Choir, are:

- Concert and Fellowship – November 14, 2019, The Barrington of Carmel
- Concert and Fellowship – November 27, 2018, The Stratford
- Performance with the Carmel Symphony Orchestra – December 8, 2018, Center for the Performing Arts
  In addition to the performance, members of the Carmel Children's Choir and the Carmel Preparatory Choir sang holiday carols in the lobby
- Concert and Fellowship – December 20, 2018, Woodland Terrace of Carmel
- Concert and Fellowship – February 16, 2019, Woodland Terrace of Carmel
- Music for All Festival – March 14-16, 2019, Center for the Performing Arts
- ICC Choral Fest Concert – July 26, 2019, Cornerstone Lutheran Church
- Joint Performance with Windsbacher Knabenchor (Windsbach Boys Choir) – October 30, 2019. Cornerstone Lutheran Church
- Performance with the Indiana Ballet Conservatory in *The Nutcracker* – November 24, 2019, Center for the Performing Arts (scheduled)
- Concert and Fellowship – December 17, 2019, Woodland Terrace of Carmel (scheduled)

Additional community performances involving the Carmel Children's Choir are:

- Community Thanksgiving Service – November 21, 2018, North United Methodist Church (Indianapolis)
- State-wide Indiana Voices in Song Choral Festival – November 9, 2019, Faith Church East, Lafayette
- *The Nutcracker* – December 14-16, 2018, Zionsville Performing Arts Center, Zionsville
- *The Nutcracker* – December 13-15, 2019, Zionsville Performing Arts Center, Zionsville (scheduled)

- Participation in the Indianapolis Children's Choir Concert Season, singing alongside other ICC choirs, sharing an experience with a larger group and meeting new people. These concerts included:

    - Celebrate the Season – *A Christmas Carol*: December 15, 2018 St. Luke's United Methodist Church (Indianapolis)
    - Tapestry of Song – *Sounds of the Pacific*: March 3, 2019, Hilbert Circle Theatre (Indianapolis)
    - In Harmony – *Take Root and Grow*: May 11, 2019, St. Luke's United Methodist Church (Indianapolis)
    - Celebrate the Season *Goes to the Movies*: December 14, 2019 (scheduled), St. Luke's United Methodist Church (Indianapolis)

    The Carmel Children's Choir was also featured at the *Big Fun Event*, the ICC's annual fundraising gala.

- National and international tours that expanded cultural awareness and increased appreciation for the global arts community. ICC tours in 2019 included a major international Danube River Cruise that included Budapest, Hungary; Bratislava, Slovakia; Vienna, Melk and Salzburg, Austria; and Munich, Germany. There were also tours that took singers to Evansville and French Lick, Indiana; St. Louis, Missouri; and to Hershey and Philadelphia, Pennsylvania and New York City. New York.

RESOLUTION NO. BPW 01-22-20-20

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Indianapolis Opera (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, David C. Starkey, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement.** The City, after review and recommendation by the Mayor, agrees to grant $ 8,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status.** Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Indianapolis Opera **("Grantee")**

By: _____ (Signature)

Printed Name of Officer: DAVID CRAIG STARKEY Title: General Director

Date: 11-22-19

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Cannel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Indianapolis Opera
Address: 4011 N. Pennsylvania St.
Indianapolis IN
Telephone: 317.253.3531 Fax:
Contact Person: Michael Walker
Email: walker@indyopera.org

APPLICATION AMOUNT: $ 20,000

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Please see attached.

By:
Printed Name of Officer: DAVID CRAIG STARKEY
Title: General Director
Date: 11-22-19

(Additional pages may be added to Exhibit "A")

Exhibit "A"

Indianapolis Opera (IO) is committed to bringing world-class opera and vocal music to Indiana, nurturing the careers of emerging artists, and enriching lives through education and outreach. Our approach and vision are guided by three core beliefs: the human voice is the greatest form of expression, the stage is a forum for community engagement and communication, and the telling of stories is what defines our humanity. As the state's only professional opera company, IO is proud to be a unique cultural resource for the people of the Hoosier state. Centrally located in Indy's diverse Midtown community, IO seeks to deliver the opera experience to people of all ages, races, ethnicities, genders, and socio-economic backgrounds. With main stage series showcasing standard and chamber opera, lyric and musical theater, as well as educational programming delivering diverse artistic experiences throughout the state, IO is proud to be a unique cultural resource for the people of Indiana.

Indianapolis Opera requests support from the City of Carmel Arts Grant Program to subsidize the additional cost of performing an original and fully staged production at the Booth Tarkington Civic Theatre. The organization is considering presenting Giacomo Puccini's *Madame Butterfly* in the Fall of 2020.

Giacomo Puccini (1858-1924) was an exceedingly beloved composer in his lifetime, and he remains extremely popular in today's modern era. His well-developed works have endured as standard repertory of the most famous opera houses worldwide. The opera, *Madame Butterfly*, takes place in Japan at the turn of the 20th century where a captivating geisha loses her heart to an American navel lieutenant and marries him. She waits for three long years for his return that results in a tragic detour. The American lieutenant homecoming reveals that he is married to an American woman and will take their son home back to America. Puccini collaborated with the librettists, Giuseppe Giacosa (the story-teller) and Luigi Illica (the poet) on this heartbreaking story.

Currently, IO is striving to secure the structural stabilization of its artistic business model. IO's model is comprised of three parts: (1) Donor/development relationships (2) Audience capacity versus budget size (3) All strategic planning must impact revenue. Thus, every aspect of the IO must evolved, with a new programming strategy and business plan, new staff and leadership, a reconstituted and engaged board, and a strong record of improved production quality, increased attendance, and financial results.

The organization recognizes that a large portion of the public has not been given the opportunity to experience live music and theatre performance through the vehicle of opera. IO has new, lower-adjusted individual ticket prices for intimate venues and is marketing to populations with financial disadvantages. These efforts are making exposure to Opera and Music more affordable, accessible, and likeable. As part of IO's initiative to perform opera "all around town", performing in smaller, more

intimate venues such as the Booth Tarkington Civic Theatre has proven to be a better size for a more intimate opera experience, to which younger audiences are reacting positively. IO has made the Booth Tarkington Civic Theatre their home for all their classical theatre repertory. However like several nonprofit organizations, IO cannot solely rely on its productions, two fundraisers, and donors to account for all operating funds. We are continuing to build our sponsorship program that will establish mutually beneficial relationships with the business community. Increasing foundation and local government support is a priority for IO.

IO is committed to providing our patron's with the highest standard of opera that the industry can provide. However, production expenses for opera are high when compares to with other art forms such as bring world-class talent to Carmel, IN. IO continues to face many cost challenges such hiring nationally and internationally acclaimed singers and improving our scenography. IO manages expenses by adhering to its aforementioned model. The company will focus on cultivating relationships with new and previous donors, corporations, and foundations. Although, IO must be careful not to anticipate an audience, but instead be prepared to respond. Comparative data has been useful in assisting IO with strategy planning, a crucial component of the model. IO is exercising fiscal discretion, however, IO must remain diligent in not spending money freely upfront in the hopes of recouping it later.

For the past three years, IO has integrated itself as an integral part of the growing arts and cultural scene that is taking place in Downtown Carmel. IO has embraced that 46% of its audience are residents north of Indianapolis, residing in Carmel and Hamilton County. IO has continued to make a concerted effort to build awareness in the community, especially in outreach efforts with *Current in Carmel*. As a result of awareness building activities, a total of 1160 tickets – singles, group, and subscription – sold for the three-show run of Puccini's *La Bohème*. In 2019, IO continued building its relationship with The Tarkington and the City of Carmel, resulting in a successful production of Gaetano Donizetti's *Elixir of Love*. IO is committed to its home at The Booth Tarkington Theatre where its patrons can experience intimate and reimagined opera.

IO productions and education program remains nimble in response to community needs in a changing environment. The opera is strongly committed to bringing new experiences to Indiana. The organization's 2020-2021 season will continue to engage with insightful storytelling, which is a key driver of advancing the passion, excitement, and art of opera in Indiana. With a blend of new and traditional repertory and talent, IO brings new and old audiences closer to the musical art form than ever before.

INDIANAPOLIS OPERA

Budget

2019-2020

	Proposed
REVENUE	
Earned Income	
4005 · Ticket Fee	
4010 · Single Ticket	
a- Elixir	60,000
b-	
c-	
d-	
e- Don Giovanni	60,000
f- Brundibar	55,000
TOTAL TICKET INCOME	175,000
Special Events Income	
4130 - Opera Ball Income	140,000
4131a - Opera Ball Contributions	
4132b - Opera Ball Sponsorships	
4132b - Opera Ball Auction	
4151a - Lobster Palooza Gaming	
4151b - Lobster Palooza	85,000
41S2 - Other Income Special Events (OIP)	10,000
TOTAL SPECIAL EVENTS INCOME	235,000
Support & Revenue	
4205 · Basile Opera Center (Lease/Rental)	45,000
433S - Sale of Assets	
4360 · Interest/Dividends	
4400 · Foundations	225,000
4330 - Set/Costume Rentals	
4370 - Foundation - IO Endow	6,000
new - Sponsorships for Productions	20,000
4500 · Corporate Gifts	
4560 - Matching Gifts	10,000
4600 · Individual Contributions	75,000
4601 - Board Donations	50,000
4605 - Major Gifts	20,000
4650 - Bequests	
4700 - Government Grants	36,500
4800 - Building Project	
4890 - Brundibar Gifts	100,000
TOTAL SUPPORT & OTHER INCOME	587,500.00

INDIANAPOLIS OPERA

Budget

2019-2020

	Proposed
Education & Outreach	
4300 - IOE Resident Artist & Educ Outreach	
a - School/Show Performances	35,000
b - Scholarships	20,000
c - Grants/Foundations	18,000
d - Audition Fees	4,000
e. Outreach and Miscellaneous	
f. Opera Camp	15,000
TOTAL EDUCATION & OUTREACH INCOME	92,000
Grand TOTAL INCOME	1,089,500

EXPENSES

Operating Expense	
5300 · Salaries - Professional Staff	175,070
5301 · Salaries - Part time personnel	17,000
5304 - Taxes (employer)	27,030
5305 · Independent Contractor	3,000
5406 · Rental/Storage	6,000
5407 · Interest-Admin. Operating	0
5410 · Professional Services and Fees	19,000
5412 · Equipment-Lease/Maint.	6,000
5413 · Insurance	24,000
5414 · Telephone/Internet/IT	7,000
5415 · Supplies	3,000
5416 · Postage-Admin. Operating	2,000
5417 · Dues/Subscriptions	4,000
5418 Board Expenses	
5419 · Buildings/Utilities	30,500
5420 · Building Repairs	16,000
5421 · Building-Supplies/Custodial	11,000
5424 · Staff Development	0
5425 · Staff Travel/Food Expenses	5,000
5428 · Miscellaneous-Admin. Operating	500
5429 · Fee & Licenses	6,500
5450 · Building Project	
5434 · Depreciation - Opera Center	
TOTAL OPERATING EXPENSE	362,600

INDIANAPOLIS OPERA

Budget

2019-2020

	Proposed
Marketing Expense	
5501 - Marketing Administration Salaries	10,000
5520 - Internet Marketing	
5531a · Advertising	26,000
5531b - Designer	6,000
5531c - Post Cards and Flyers	9,000
5531d -Ticket/Box Office Fees	
5560 - Public Relations	3,500
TOTAL MARKETING *EXPENSE*	54,500
Development Expense	
5681 Development Administration Salaries	49,600
5685a Planning	2,000
5685b Staff Training (seminars, classes,webinars)	2,000
5685c Mailing Letters	2,000
5685d Hospitality (meals & travel)	
5685e Supplies (ofc, prtg, spec)	1,000
TOTAL DEVELOPMENT EXPENSE	56,600
Production Expenses	
6100 · Artistic Cast	111,000
6100a-Resident Director Salary	14,000
6101 · Technical A/D/Misc. Prod Staff	85,000
6102 · Sets/Costumes Props/Royalties	45,000
6103 - Production Company	30,000
6104 · Venue	38,000
6105 · Travel Housing	15,000
6136 - Orchestra	52,000
- Workshop New Opera/Opera in Park	10,000
6090 - Miscellaneous Production -Chorus Concert	
TOTAL PRODUCTION EXPENSE	400,000
Special Event Expenses	
5751 · Lobster Palooza	45,000
5710 · Opera Ball	60,000
TOTAL SPECIAL EVENT EXPENSE	105,000
Education and OutReach	
6900 · Education Salaries	35,000
6901 · Resident Artists Contracts	42,000
6911 · Outreach Artist	5,000
6915 · Travel Expense	1,000
6989 · Opera Camp	15,000
6920 · Audition Expense	1,500
6975 · Education Marketing/Promotion	2,000
TOTAL EDUCATION & OUTREACH EXPENSE	101,500
TOTAL EXPENSES	1,080,200
Transfer to Foundation	

INDIANAPOLIS OPERA

Budget

2019-2020

	Proposed
NET INCOME	9,300

Indiana Secretary of State
Packet: 197509-630
Filing Date: 12/17/2014
Effective Date: 12/17/2014

State of Indiana
Office of the Secretary of State

CERTIFICATE OF RESTATEMENT

of

THE INDIANA OPERA SOCIETY INC

I, CONNIE LAWSON, Secretary of State of Indiana, hereby certify that Articles of Restatement of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

The name following said transaction will be:

INDIANAPOLIS OPERA COMPANY

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, December 17, 2014.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 17, 2014.

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

197509-630 / 20141219908 06

Internal Revenue Service

Date: August 7, 2001

Indiana Opera Society, Inc.
Indianapolis Opera
250 E 38TH St
Indianapolis, IN 46205

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Steve Brown 31-07422
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
35-1405179

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in March 1976 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Indiana Opera Society, Inc.
Indianapolis Opera
35-1405179

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, David Craig Starkey, an authorized representative of Indianapolis Opera ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 1,109,702.

Signature
Printed Name DAVID CRAIG STARKEY

Subscribed and sworn to before me, the undersigned Notary Public, this 25th day of November, 2019.

Signature - Notary Public

Printed Name Sharon M. Kibbe

Resident of Hamilton County, Indiana

My Commission Expires: July 12, 2026

[SEAL]

SHARON M. KIBBE
Resident of Hamilton Co.
My Commission Expires
July 12, 2026

INDIANAPOLIS OPERA

Balance Sheet
As of October 31, 2019

	Oct 31, 19
ASSETS	
Current Assets	
Checking/Savings	
1020 · NBI Checking	171,716.01
1025 · NBI Business Savings	78,588.55
1035 · NBI Gaming Account	1,116.03
1050 · Petty Cash	500.00
1060 · Pay Pal	383.57
Total Checking/Savings	252,304.16
Accounts Receivable	
1150 · Accts & Grants Receivable	182,652.29
1151 · Discount on Accounts Receivable	-2,187.84
1152 · Allowance for uncollectibles	-149,000.00
Total Accounts Receivable	31,464.45
Other Current Assets	
1400 · Prepaid Expenses	18,475.00
Total Other Current Assets	18,475.00
Total Current Assets	302,243.61
Fixed Assets	
1800 · Assets	170,920.06
1875 · Leasehold Improvements	163,873.55
1900 · Accumulated Depreciation	-164,809.30
1975 · Accum Depr - Leasehold Imprvmts	-54,415.06
Total Fixed Assets	115,569.25
	417,812.86

	Oct 31, 19
Liabilities	
Current Liabilities	
Accounts Payable	
2200 · Accounts Payable	90,799.69
Total Accounts Payable	90,799.69
Other Current Liabilities	
Payroll Liabilities	
Federal Taxes (941/944)	-3,852.38
IATSE #30 - 4% Work Assessmen	-50.04
IATSE Local #893 - Work Assessr	14.99
IN Income / Local Taxes	-74.45
IN Unemployment Tax	-691.73
Total Payroll Liabilities	-4,653.61
2005 · Notes Payable - IOF	27,119.49
2007 · Notes Payable - Related Party	30,000.00
2280 · Salary Payable	4,539.00
2302 · IRS W/H Tax Liability	547.74
2321 · IN. County Tax	-792.00
2349 · Unemployment Tax	-361.00
2442 · Def. Rev. Basile Opera Center	190.00
Total Other Current Liabilities	56,589.62
Total Current Liabilities	147,389.31
Total Liabilities	147,389.31
Equity	
Unrestrict (retained earnings)	-736,341.87
3001 · Temporarily restrict net asset	105,043.54
3002 · Unrestricted net assets	861,368.71
Net Income	40,353.17
Total Equity	270,423.55
Total Liabilities & Equity	**417,812.86**

For internal management use only

INDIANAPOLIS OPERA

	Budget	YTD	Actual	PRIOR YEAR	
	2019-2020	October 2019-2020	YTD 33.33%	Year 18-19	
REVENUE					
Earned Income					
4005 · Ticket Fee				1,282	
4010 · Single Ticket					
a- Elixir	60,000			66,851	Boheme
b-Don Giovanni	60,000	2,435		785	Met Auditions
c- Brundibar	55,000	943		2,780	Hansel & Gretel
d- Met Auditions		1,682		795	Chorus in Concert
e-				12,356	Camelot
f-					
4011 - Subscription Sales		25,425			
TOTAL TICKET INCOME	175,000	30,485	0	84,849	
Special Events Income					
4130 - Opera Ball Income	140,000	38,810	27.72%	37,690	
4131a - Opera Ball Contributions		5,210		6,825	
4132b - Opera Ball Sponsorships		7,500		14,500	
4132b - Opera Ball Auction		500			
4151a - Lobster Palooza Gaming		7,940		9,650	
4151b - Lobster Palooza	85,000	67,590	79.52%	73,640	
4152 - Other Income Special Events (OIP)	10,000	10,000		4,785	
TOTAL SPECIAL EVENTS INCOME	235,000	137,550	58.53%	147,090	
Support & Revenue					
4205 · Basile Opera Center (Lease/Rental)	45,000	15,009	33.35%	9,096	
4335 - Sale of Assets					
4360 · Interest/Dividends		241		81	
4400 · Foundations	225,000	110,000	48.89%	110,000	
4330 - Set/Costume Rentals					
4370 - Foundation - IO Endow	6,000				
new - Sponsorships for Productions	20,000				
4500 · Corporate Gifts		100			
4560 - Matching Gifts	10,000			250	
4600 · Individual Contributions	75,000	19,328	25.77%	14,462	
4601 - Board Donations	50,000	23,021	46.04%	21,250	
4605 - Major Gifts	20,000	10,328			
4650 - Bequests					
4700 - Government Grants	36,500	11,355		11,355	
4800 - Building Project					
4890 - Brundibar Gifts	100,000	9,000	9.00%	50	
TOTAL SUPPORT & OTHER INCOME	587,500.00	198,383	33.77%	166,544	

INDIANAPOLIS OPERA

	Budget	YTD	Actual	PRIOR YEAR
	2019-2020	October	YTD	Year
Education & Outreach				
4300 - IOE Resident Artist & Educ Outreach				
a - School/Show Performances	35,000	6,365	18.19%	10,160
b - Scholarships	20,000	5,423	27.11%	460
c - Grants/Foundations	18,000	200		8,500
d - Audition Fees	4,000	1,578		2,250
e - Outreach and Miscellaneous				
f - Opera Camp	15,000			
TOTAL EDUCATION & OUTREACH INCOME	92,000	13,566	14.75%	21,370
Grand TOTAL INCOME	**1,089,500**	**379,983**	**34.88%**	**419,854**
EXPENSES				
Operating Expense				
5300 · Salaries - Professional Staff	175,070	60,376	34.49%	48,544
5301 · Salaries - Part time personnel	17,000	3,276	19.27%	27,832
5304 - Taxes (employer)	27,030	6,067	22.45%	7,091
5305 · Independent Contractor	3,000	265		
5406 · Rental/Storage	6,000	2,193	36.56%	
5407 · Interest-Admin. Operating	0	44		
5410 · Professional Services and Fees	19,000	418	2.20%	8,334
5412 · Equipment-Lease/Maint.	6,000	956	15.94%	2,650
5413 · Insurance	24,000	7,794	32.48%	6,714
5414 · Telephone/Internet/IT	7,000	2,206	31.51%	1,983
5415 · Supplies	3,000	2,479	82.62%	1,183
5416 · Postage-Admin. Operating	2,000	251	13%	
5417 · Dues/Subscriptions	4,000	750	18.75%	903
5418 Board Expenses				200
5419 · Buildings/Utilities	30,500	8,284	27.16%	10,052
5420 · Building Repairs	16,000	3,005	18.78%	5,687
5421 · Building-Supplies/Custodial	11,000	3,240	29.45%	5,822
5424 · Staff Development	0	69		535
5425 · Staff Travel/Food Expenses	5,000	1,177	23.54%	969
5428 · Miscellaneous-Admin. Operating	500	1,350	270.00%	341
5429 · Fee & Licenses	6,500	4,428	68.12%	4,842
5450 · Building Project				
5434 · Depreciation - Opera Center				
TOTAL OPERATING EXPENSE	362,600	108,630	29.96%	133,684

INDIANAPOLIS OPERA

	Budget 2019-2020	YTD October	Actual YTD	PRIOR YEAR Year
Marketing Expense				
SS01 - Marketing Administration Salaries	10,000	2,000		
5520 - Internet Marketing				11
5531a · Advertising	26,000	4,875	18.75%	12,378
SS31b - Designer	6,000	2,000	33.33%	3,181
5531c - Printing	9,000	2,580		4,675
5531d -Ticket/Box Office Fees				
5560 - Public Relations	3,500	2,750	78.57%	501
TOTAL MARKETING EXPENSE	54,500	14,205	26.06%	20,745
Development Expense				
5600 - Annual Campaign				
5681 Development Administration Salaries	49,600			
5685a Planning	2,000	941		310
5685b Staff Training (seminars, classes,webinars)	2,000			
5685c Mailing Letters	2,000			
5685d Hospitality (meals & travel)		2,091		
5685e Supplies (ofc, prtg, spec)	1,000	315		51
TOTAL DEVELOPMENT EXPENSE	56,600	3,347	5.91%	361
Production Expenses				
6100 · Artistic Cast	111,000	38,350		34,509
6100a-Resident Director Salary	14,000	4,034		
6101 · Technical A/D/Misc. Prod Staff	85,000	14,264		46,394
6102 · Sets/Costumes Props/Royalties	45,000	5,763		3,176
6103 - Production Company	30,000	13,900		13,500
6104 · Venue	38,000			19,144
6105 · Travel Housing	15,000	3,698		6,216
6136 - Orchestra	52,000	24,613.72		23,318
- Workshop New Opera/Opera in Park	10,000			
6090 - Miscellaneous Production		105		298
TOTAL PRODUCTION EXPENSE	400,000	104,727	26.18%	146,555
Special Event Expenses				
5751 · Lobster Palooza	45,000	51,337	114.08%	48,132
5710 · Opera Ball	60,000	20,990	34.98%	20,297
TOTAL SPECIAL EVENT EXPENSE	105,000	72,327	68.88%	68,429
Education and OutReach				
6900 · Education Salaries	35,000	10,200		5,475
6901 · Resident Artists Contracts	42,000	20,675		14,010
6911 · Outreach Artist	5,000	3,954		5,190
6915 · Travel Expense	1,000	563		163
6989 · Opera Camp	15,000			
6920 · Audition Expense	1,500			600
6975 · Education Marketing/Promotion	2,000	1,004.01		1,580
TOTAL EDUCATION & OUTREACH EXPENSE	101,500	36,396	35.86%	27,018
TOTAL EXPENSES	**1,080,200**	**339,631**	**31.44%**	**396,789**
Transfer to Foundation				
NET INCOME	**9,300**	**40,353**	**0**	**23,065**

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

► Do not enter social security numbers on this form as it may be made public.
► Information about Form 990 and its instructions is at *www.irs.gov/form990*.

OMB No. 1545-0047

2016

Open to Public Inspection

A For the 2016 calendar year, or tax year beginning Jul 1 **, 2016, and ending** Jun 30 **, 2017**

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending

C Name of organization: Indianapolis Opera Company
Doing business as: Indianapolis Opera
Number and street (or P.O. box if mail is not delivered to street address): 4011 N. Pennsylvania St. | Room/suite
City or town, state or province, country, and ZIP or foreign postal code: Indianapolis IN 46205-2608

D Employer identification number: 35-1405179
E Telephone number: (317) 283-3531
G Gross receipts $ 1,234,270.

F Name and address of principal officer: David Starkey 4011 N. Pennsylvania St. Indianapolis IN 46205

H(a) Is this a group return for subordinates? ☐ Yes ☒ No
H(b) Are all subordinates included? ☐ Yes ☐ No
If 'No,' attach a list. (see instructions)

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◄ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ► www.INDYOPERA.org

H(c) Group exemption number ►

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ►
L Year of formation: 1975
M State of legal domicile: IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: The mission of Indianapolis Opera is to educate, inspire and entertain through the creation and presentation of musical storytelling for the Hoosier community.

2 Check this box ► ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	25
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	25
5	Total number of individuals employed in calendar year 2016 (Part V, line 2a)	5	110
6	Total number of volunteers (estimate if necessary)	6	120
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	548,052.	886,096.
	9	Program service revenue (Part VIII, line 2g)	121,595.	121,731.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	279.	123.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	99,891.	104,985.
	12	Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	769,817.	1,112,935.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
	14	Benefits paid to or for members (Part IX, column (A), line 4)		
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	464,888.	416,922.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		
	b	Total fundraising expenses (Part IX, column (D), line 25) ► 116,016.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	685,364.	692,348.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,150,252.	1,109,270.
	19	Revenue less expenses. Subtract line 18 from line 12	-380,435.	3,665.
			Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	281,335.	293,820.
	21	Total liabilities (Part X, line 26)	233,294.	242,114.
	22	Net assets or fund balances. Subtract line 21 from line 20	48,041.	51,706.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

► Signature of officer | Date

► Matthew Mindrum President
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☒ if self-employed	PTIN
Lara C. Schmutte, CPA	Lara C. Schmutte, CPA	3/09/2018		P00108715

Firm's name ► Lara C. Schmutte, CPA, LLC
Firm's address ► P.O. Box 90050 Indianapolis IN 46290-0050
Firm's EIN ► 68-0632501
Phone no. (317) 706-1040

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

INDIANAPOLIS OPERA
A VOICE. A STAGE. A STORY.

Board of Directors – Directory

***Listed in Alphabetical Order by Last Name**

Janet Arnold - VP for Business Development, Visit Indy

Phone: 317-543-5146 **Mobile:** 317-361-5163
Email: arnoldj12@me.com
Home Address: 5815 Lawrence Drive, Indianapolis, IN 46226
Term: 2/1(Renewal 2021)

Kevin Deford - Consultant - NexGen Reporting, Eli Lilly and Company

Phone: 765-386-2570 **Mobile:** 317-522-8149
Email: deford_kevin_k@lilly.com
Home Address: 156 Gettysburg, Coatesville, IN 46121
Term: 2/1 (Renewal 2021)

Claudette Einhorn

Goverance Committee Chair
Phone: 317-255-1295 **Mobile:** 317-435-8730
Email: claudette.einhorn@gmail.com
Home Address: 7544 Morningside dr. Indianapolis, IN 46121
Term: 1/3 (Renewal 2022)

William Garvey

Facilities Committee Chair
Phone: 317-844-2300 **Mobile:** 317-440-6131
Email: wgarvey@gmail.com
Home Address: 1118 Laurelwood, Carmel, IN 46032
Term: 2/2 (Renewal 2021)

Jamie Gibbs - Principal, Jamie Gibbs Associates

Phone: 317-254-2339 **Mobile:** 917-862-5313
Email: jamie@jamiegibbsassociates.com
Home Address: 120 W. 73rd St., Indianapolis, IN 46260
Term: 2/3 (Renewal 2021)

INDIANAPOLIS OPERA
A VOICE. A STAGE. A STORY.

Alan Goldstein - Of Counsel, Katzman & Katzman, PC

Secretary
Programming Committee Chair
Phone: 317-259-7964 **Mobile:** 317-691-3499
Email: agoldstein@katzmankatzman.com
Home Address: 240 Williams Dr. Indianapolis, IN 46260
Work Address: 3500 Depauw Blvd, Ste 2100, Indianapolis, IN 46268
Term: 1/3 (Renewal 2022)

Arnold Hanish

Treasurer
Finance/ Development
Phone: 317-844-5667 **Mobile:** 317-345-5667
Email: ahanish@hotmail.com
Home Address: 5000 St. Charles Pl, Carmel, IN 46033
Term: 3/3 (Renewal 2020)

Barbara Hayford

Assistant Secretary
Phone: 317-259-4824 **Mobile:** 317-370-0180
Email: johnshayford@gmail.com
Home Address: 8584 Olde Mill Run, Indianapolis, IN 46260
Term: 1/3 (Renewal 2022)

Rick Hood – VP System Support Services, IU Health

Mobile: 317-476-0923
Email: wrhood66@gmail.com
Home Address: 15840 Buxton Drive, Westfield IN 46074
Term: 2/1 (Renewal 2021)

Muffi James

Phone: 317-844-3070 **Mobile:** 317-445-4914
Email: grmuffi@aol.com
Home Address: 1647 Prestwick Ln, Carmel, IN 46032
Term: 1/2 (Renewal 2022)

Gregory S. Maiers - JPH Logisitics

Mobile: 317-407-0612
Email: greg.maiers@gmail.com
Home Address: 12833 Chapel Square, Carmel, In 46032
Term: 2/1(Renewal 2021)

INDIANAPOLIS OPERA
A VOICE. A STAGE. A STORY.

Matt Mindrum - VP Marketing & Comm., Indianapolis Motor Speedway

President
Excutive Committee Chair
Phone: Mobile: 317-344-9005
Email: mmindrum@gmail.com
Home Address: 5140 Broadway St, Indianapolis, IN 46260
Work Address: 4790 W 16th St, Indianapolis, IN 46222
Term: 3/2 (Renewal 2020)

Anthony Najem - Chief Executive Officer, Meyer Najem Corporation

Vice President
Phone: Work: 317-813-6222 **Mobile:** 317-258-1937
Email: anajem@meyer-najem.com
Home Address: 1122 Laurelwood, Carmel, IN 46032
Work Address: 11787 Lantern Rd Suite 100, Fishers, IN 46038
Term: 2/2 (Renewal 2021)

Robert Paz - Director R&D Finance, Eli Lilly and Company

Vice President
Lobster Palooza Committee Chair
Mobile: 317-471-7586
Email: pazrl@lilly.com
Home Address: 6933 Oak Ln., Indianapolis, IN 46220
Term: 1/2 (Renewal 2022)

Jackie Salmon - Field VP, Consulting Services, One America

Phone: Work: 317-285-6540 **Mobile:** 317-431-3692
Email: jackiesalmon86@gmail.com
Home Address: 6418 Bramshaw Rd., Indianapolis, IN 46220
Term: 2/1(Renewal 2021)

Kimann Schultz

Phone: 317-690-0190
Email: kimanns@aol.com
Home Address: 7230 Tuliptree Trail, Indianapolis, IN 46256-2136
Term: 2/1 (Renewal 2021)

Mike Schultz - Attorney, Parr Richey

Phone: 317-501-2233
Email: mschultz@parrlaw.com
Home Address: 7231 Tuliptree Trail, Indianapolis, IN 46256-2136
Term: 3/2 (Renewal 2020)

Silvana Schuster

Phone: 317-569-9117 **Mobile:**
Email: silvams@comcast.net
Home Address: 9269 Spring Forest Drive, Indianapolis IN 46260-1267
Term: 2/3 (Renewal 2021)

Robert Smith - Financial Advisor, Morgan Stanley

Assistant Treasurer
Phone: Work: 317-818-7353 **Mobile:** 765-404-8134
Email: robert.e.smith1985@gmail.com
Home Address: 9401 San Jacinto Dr., Apt B, Indianapolis, IN 46250
Work Address: 800 E. 96th Street, Suite 400, Indianapolis, IN 46240
Term: 2/1(Renewal 2021)

Nancy Thompson

Vice President
Phone: 317-570-8387 **Mobile:** 317-431-0297
Email: ndnthompson@aol.com
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Term: 1/2 (Renewal 2022)

Ponce Tidwell - Assistant General Counsel, Eli Lilly & Company

Phone: 317-216-9582 **Mobile:** 317-997-4385
Email: tidwell_ponce_d_jr@lilly.com
Home Address: 8676 Moon Bay Circle, Indianapolis, IN 46236-9033
Term: 1/3 (Renewal 2022)

INDIANAPOLIS OPERA

A VOICE. A STAGE. A STORY.

November 18, 2019

City of Carmel
Office of the Mayor
Attn: Mayor Jim Brainard
One Civic Square
Carmel, Indiana 46032

Dear Mayor Brainard,

On behalf of the Indianapolis Opera (IO) we are submitting our grant proposal for the year of 2020 for an Opera presentation at The Booth Tarkington Civic Theatre. Let us begin by giving you a brief year-end report (EXHIBIT G).

Through the funds provided from the City of Carmel, we held three performances of Gaetano Donizetti's *Elixir of Love* at The Booth Tarkington Civic Theatre on November 15th, 16th, and 17th with a budget of $150,000. Your generous $8,000 grant was applied to marketing expenses for the City of Carmel and Hamilton County. You can see those efforts translated in terms of IO Social Media Posts reach and engagement increase by over 160%. This means IO has a higher visible presence within the community that is resulting in more audience engagement and community collaborations. In addition, this year's show sponsorship with Current Publishing was increased with double the amount of printed ad space that encouraged new public relations coverage. For this production, IO had updated its artistic vision that enabled IO to connect with the Indianapolis brand of motorsports. IO set *Elixir of Love* in the 1910s era, which allowed IO to incorporated a vintage car that was pushed on stage by Indycar driver Zach Veach.

It was an honor to present our Opera productions in The Booth Tarkington Civic Theatre. It is our desire to reapply because we believe that we had successes in the areas of production, marketing, community collaboration, and audience response.

For the year 2020, the cost of the 2020-2020 *season* project regarding production and marketing is estimated to remain $150,000 (EXHIBIT B). Our revenues for this project will be through ticket sales of $55,000, grant estimation of around $20,000 ($8,000 grant applied), $20,000 in

sponsorships, and $75,000 in contributed income. With acceptance of your grant, we wish to apply the awarded funds in the direction of expanding the audience base specifically in Carmel and Hamilton County, as well as continuing to expand IO's community engagement and educational offerings in the region.

Thank you for your consideration and we look forward to being a successful partner in the coming year.

Sincerely,

David Craig Starkey
General Director

RESOLUTION NO. BPW 01-22-20-21

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and INDIANAPOLIS SYMPHONIC CHOIR (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, LIAM BONNER, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 17,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

INDIANAPOLIS SYMPHONIC CHOIR **("Grantee")**

By: _____ (Signature)

Printed Name of Officer: LIAM J BONNER Title: EXECUTIVE DIRECTOR

Date: 11/21/19

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: INDIANAPOLIS SYMPHONIC CHOIR
Address: 4600 SUNSET AVE, LILLY HALL 040A
INDIANAPOLIS, IN 46208
Telephone: 317-940-9059 Fax:
Contact Person: LIAM BONNER
Email: L.BONNER@INDYCHOIR.ORG

APPLICATION AMOUNT: $ 17,000.00

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

By:
Printed Name of Officer: LIAM J BONNER
Title: EXECUTIVE DIRECTOR
Date: 11/21/19

(Additional pages may be added to Exhibit "A")

INDIANAPOLIS
SYMPHONIC
CHOIR

4600 SUNSET AVENUE
INDIANAPOLIS, IN 46208
PH: 317.940.9057
FAX: 317.940.9058
INDYCHOIR.ORG

November 20, 2019

The Honorable Mayor James Brainard
Carmel City Hall
One Civic Square Carmel, IN 46032

Dear Mayor Brainard,

The Indianapolis Symphonic Choir is grateful for the generous support by the City of Carmel for our 2019 performances of *Festival of Carols* and *Messiah* at The Palladium at the Center for the Performing Arts. You are helping us to continue a growing musical tradition that brings people of all ages and of all musical backgrounds together.

The Indianapolis Symphonic Choir, celebrating its 83rd season in 2019-2020, is proud to be one of the nation's most established and dynamic musical institutions. Among the most active symphonic choruses in the United States, this organization reaches more than 25,000 persons each season through performances and education/community engagement programs. Recognized as a leader amongst peer choruses, we are honored to be among the top 1% of choruses in terms of budget size and overall institutional capacity in the United States.

Your ongoing support of the Symphonic Choir's performances at The Palladium this year allows us to keep up with anticipated audience demand. At the time of submitting this report, we are preparing for our 2019 performances: *Festival of Carols* on December 20, 21, and 22, and December 19 for Handel's *Messiah*.

The December 2019 *Festival of Carols* performances features 225 performers, including 150 voices from the Indianapolis Symphonic Choir, together with the Indianapolis Chamber Orchestra, and Spotlight Choirs from Mt. Vernon High School and Herron High School. Special guest artist this year, Michele McConnell, is an Indianapolis-area native and Butler graduate recently completing an 8-year, record-breaking run in the featured role of Carlotta in the Broadway cast of *Phantom of the Opera*. In addition, this year's performances feature nationally recognized Gospel recording artist and Indianapolis native Rodnie Bryant as well as the introduction of an ASL interpreted performance on December 21.

The Symphonic Choir is also presenting a performance of Handel's oratorio *Messiah*, with a select choir of 70 voices, in collaboration with the Indianapolis Symphony Orchestra. Beyond the timeless beauty of this Baroque masterwork, we continually

INDIANAPOLIS
SYMPHONIC
CHOIR

4600 SUNSET AVENUE
INDIANAPOLIS, IN 46208
PH: 317.940.9057
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INDYCHOIR.ORG

see new audiences experiencing our classical music for the first time with each year's *Messiah* presentation. Further, many of these new audiences are not just new to the ISO and Symphonic Choir concerts, but also are making their first visit to a classical performance at The Palladium. *Messiah* provides an attractive entree to a lifetime of arts participation. We expect these presentations of Handel's most famous work to continue to sell out.

Education is a key component of our programming for the performances we provide at The Palladium. Of particular note is our Spotlight Choir initiative that pairs the Symphonic Choir with one or more different high schools each academic year. For the 2018-2019 season, we partnered with North Central High School and Covenant Christian High School. These students received unique opportunities not available elsewhere including masterclasses, multi-generational music-making, performing with professional musicians and orchestra, and the ability to experience the magnificence of world-class concert venues. Certainly, an inspiration! As mentioned previously, Herron High School joins the Symphonic Choir for the three *Festival of Carols* performances at The Palladium this December (Mt. Vernon High School performs at another *Festival of Carols* performance at the Warren Performing Arts Center). Past Spotlight Choirs include Carmel, Fishers, Avon, Center Grove, Brownsburg, Plainfield, Herron, Manual, Lawrence North, Lawrence Central, and Franklin Central. This annual partnership is among our most impactful, and truly changes lives for the better through the arts.

This November the Choir's newest recording, *Festival of Carols*, was released by the international record label Naxos. This collection of best-loved Christmas repertoire was recorded live at The Palladium and features two-time Grammy Award-winning artist Sylvia McNair and the Indianapolis Chamber Orchestra. The tranquility and magic of Christmas eve, heartfelt messages of hope, reconciliation and peace, and thrilling new compositions all combine to capture the celebratory excitement of the holiday season.

Aside from strong programming, the Symphonic Choir is also in a good financial position. We continue the trend of ending our fiscal years with a balanced budget. Individual donations, corporate sponsorships, and granting (foundation) revenue paired with earned income (e.g. ticket sales, performance fees) near $1M. This summer the Symphonic Choir exceeded its initial $3.75M Endowment Campaign goal, raising $4.1M in gifts and pledges. With this fund comes financial stability and sustainability in permanently endowing the Artistic Director position, which guarantees continued artistic excellence by the organization. Further, our Board of Directors represents a diverse cross-section of the Central Indiana community, all of

INDIANAPOLIS
SYMPHONIC
CHOIR

4600 SUNSET AVENUE
INDIANAPOLIS, IN 46208
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INDYCHOIR.ORG

whom support the Symphonic Choir at a leadership level; and the 180 volunteer singers on our roster, all of whom support the Choir financially, together contribute more than 40,000 volunteer hours through rehearsals, performances, and community service annually.

With your generous support, the Symphonic Choir has been able to expand its programming, maintain a high level of artistic integrity, and continue to make Carmel and Central Indiana an attractive place to visit and to live. We are grateful for your past support and we optimistically look toward the future with your continued support.

Sincerely,

Liam Bonner
Executive Director

INDIANAPOLIS
SYMPHONIC
CHOIR

Festival of Carols

A Regional Treasure | A National Favorite

City of Carmel Arts Grant Program

Exhibit A | Project Description | 2020

Mission

The Indianapolis Symphonic Choir is dedicated to excellence in the performance of choral music, to creating and performing new choral masterworks, and to community outreach and education.

Executive Summary

The Indianapolis Symphonic Choir requests funding in the amount of $17,000 to make possible four (4) performances at The Palladium in the 2020-2021 concert season. This includes three (3) performances of its annual *Festival of Carols* concert in December 2020, plus one (1) performance of Handel's *Messiah,* also in December 2020. Funding from the City of Carmel Arts Grant Program enables us to present all of these performances at the Palladium.

Note: This request reflects a modest increase over the previous year. This requested dollar amount is an increase from the previous year based on this justification: -

- Four (4) well-attended performances at The Palladium; three of *Festival of Carols,* and one of Handel' s *Messiah;*
- Plans to follow on the success of our 2019 internationally released recording of *Festival of Carols* featuring Sylvia McNair on the Naxos label, recorded live at the Palladium;
- Hiring a nationally-recognized performer to headline rhe December 2020 *Festival of Carols,* to increase production values and generate interest in the live concerts at the Palladium

These funds will cover a portion of the costs associated with four days of hall rental and venue needs (e.g. box office staff, backstage staff, City of Carmel ticketing fees, security) for *Festival of Carols,* benefiting the City of Carmel and the entire region. This concert series has attracted multiple sold-out audiences at The Palladium since its move to the venue in December 2012. The Choir requests partial support for four performances of *Festival of Carols* in 2020 to meet the clear audience interest in and demand for this high quality, family-friendly concert that has rapidly become a beloved holiday tradition while keeping tickets prices affordable.

I. Organizational Stability

The 2020-2021 season marks the Indianapolis Symphonic Choir's 84th season:

- Among the largest (top 1%) of symphonic choruses in the nation out of more than 250,000 choruses in the United States, in terms of budget size, programming, and institutional capacity;
- Will serve more than 25,000 persons via in-person concert experiences, plus hundreds of thousands further through local and national radio broadcasts and international recording releases.
- Having not just completed, but exceeded, an aggressive $3.75M endowment campaign with a total of $4.1M in gifts and pledges.

The Indianapolis Symphonic Choir was founded in 1937 to perform major choral-orchestral works. Over the years, the breadth of the Choir's programming has expanded to include not just classical, but other forms of music (gospel, jazz, sacred literature; annual commissions), as well as comprehensive education and community engagement programming. From its creation 84 seasons ago to perform Beethoven's Ninth Symphony to its recent concerts, commissioned works, public school partnerships, national/international tours, and professionally produced CDs, the Choir has developed into a stable and visionary leader on the national choral stage.

Dance Kaleidoscope performing with the Indianapolis Symphonic Choir and Indianapolis Chamber Orchestra at Festival of Carols at The Palladium in 2018.

Although the Symphonic Choir frequently performs with the Indianapolis Symphony Orchestra and maintains close association, the two organizations are independent entities. The Choir's concert programming and its education and community engagement programming, marketing, fundraising, and governance are all self-managed. A professional staff comprised of Executive Director, Artistic Director, Assistant Artistic Director, Development Director and Production Specialist are supported by roles including Keyboard Artist, Educational & Community Engagement Liaison, Conducting Fellow, Bookkeeper, and Operational Assistants (student interns). A volunteer board of directors oversees the Choir's legal and fiduciary management, utilizing an active committee structure. Board members represent a cross-section of the community in terms of gender, age, creed, vocational experience, and skillsets. Two board members also serve as singing members of the Choir. Additionally, every member of the board contributes annually at a leadership level and participates in ongoing board member training through Chorus America, annual retreats, and national conferences.

At the time of this grant application submission, nearly all performances featuring the Symphonic Choir have attracted sold-out audiences over the past seven seasons. This is not just remarkable for this institution, but for arts organizations across the nation.

Attendance at *Festival of Carols* is particularly strong and has expanded broadly, even in years during which December weather has been less than desirable. We have attracted more than 4,800 persons from across Indiana to the City of Carmel for a memorable evening during the holiday season. In fact, these three performances attract some of the largest audiences to the Arts & Design District during the year. We are pleased to serve Hoosiers with a family-friendly, high-quality, memorable musical tradition each holiday season. Handel's *Messiah* - also in December at The Palladium - attracts a capacity audience. As a result, since December 2017 the Symphonic Choir has been featured in at least one performance of *Messiah*, which we anticipate continuing in December 2020.

II. Arts Programming

- A commitment to a world-class artistic product, leading the local community to greater artistry and excellence;
- Bold visioning leads to local success and national recognition, including through performances at Carnegie Hall, The Kennedy Center, international recording releases, and national television broadcasts.

The Indianapolis Symphonic Choir creates choral (and choral-orchestral) performances that are recognized nationally by our peers as well as our regional audiences. The Choir's high-quality artistic product has garnered local and national broadcasts, recognition through the American Prize, and invitations to perform at American Choral Directors Association conventions. The quality of every performance consistently is at the highest of levels. The Choir is comprised of 180 volunteer singers who audition annually. These performers collectively dedicate over 40,000

hours to rehearsals and performances during each 44-week season. The typical concert cycle requires 6 to 8 weeks of preparation.

The Symphonic Choir' s 84th season includes a varied and attractive offering of choral music, reaching both seasoned arts consumers and individuals newer to the arts sector. The 2020-2021 season will feature *Belshazzar's Feast* by English composer William Walton, *Festival of Carols*, and performances with the Indianapolis Symphony Orchestra, including *Messiah.*

Holiday humor fit for the family at Festival of Carols with Eric Stark and Michael Davis

December 2020 will include three performances of our annual holiday tradition *Festival of Carols,* the perfect opportunity for families to experience live musical performances while making new memories. In fact, this concert cycle sees our largest percentage of first-time attendees. As the arts and culture sector seeks to expand its foothold, concerts like these are integral to reaching new audiences and broadening our impact. The December 2019 performances will include the Symphonic Choir, Indianapolis Chamber Orchestra, national Gospel recording artist Rodnie Bryant & Friends, High School Spotlight Choirs, as well as Indianapolis-area native, Butler graduate, and Broadway veteran Michele McConnell, who recently completed 8 years as Carlotta in Phantom of the Opera.

In support of the vision of Mayor Brainard and the City of Carmel to maintain Carmel's status as the best place to live in the United States, the Indianapolis Symphonic Choir produced and released on the international record label Naxos, our *Festival of Carols* featuring Grammy Award winner Sylvia McNair which was recorded live at The Palladium.

Festival of Carols has become a favorite holiday tradition for the Indiana Region.

III. Marketing & Outreach

- Maintain ticket prices at levels that will attract returning patrons and new audiences, both often including multiple members and generations of families;
- Leverage marketing potential from cross-promotional events such as television broadcasts, regional news and features, collaborations with other local arts organizations (including the Carmel Christkindlmarkt), and expanded programming;
- Empower our base of singers, passionate patrons, and supporters to expand the Choir's mission throughout their networks.

As a direct result of engaging an outside public relations firm in late 2011, the Choir has been attracting new audiences through increased media exposure and by expanding its performances to venues outside of Indianapolis, notably The Palladium. In addition, the Choir's focus on the patron experience turns first-time attendees into lifelong advocates, regular patrons, and dedicated donors.

The Indianapolis Symphonic Choir targets communication for all of our concerts to segments of the population that may hold a particular affinity for a given performance. Surveys at concerts and online, as well as social media engagement, provide measurable data that accompany anecdotal evidence collected by participants and partner organizations to help determine what repertoire and other factors attract and retain audience members. These

initiatives, plus the variety of musical styles included in a concert season, help the Choir reach a diverse audience in terms of age, race, geography, education, and income level.

Ticket prices for Symphonic Choir concerts remain both competitive and accessible. Adult tickets range from $21 to $57 (depending on seating preference) with student/youth rates always $15. Special group rates are available as well, with group sales being especially attractive for holiday performances.

IV. Arts Education & Lifelong Learning

- Community and educational engagement programs for students;
- Lifelong learning and cultural experiences for persons of all ages.

The Choir's education and outreach programs are among the institution's most cherished offerings. With programs appropriate for persons of all ages, levels of musical experience, and income status, these offerings reach thousands of persons annually. According to the most recent Chorus America impact study *Singing for a Lifetime*, the data is clear. The sheer number of Americans singing today— over 54 million, more than ever before—is truly striking. What's even more striking are the benefits that singing in a chorus offers to both individual singers and to communities. And the more engaged singers are in their art, the more benefits they report. Put simply: Singing is good, and more singing is better.

Adult opportunities (life-long learning) are numerous and continuous with the Choir's auditioned core of singers, who work with terminally degreed and international guest artists on a weekly basis. In addition, the Choir's educational programming includes workshops for high school choirs, an annual Christmas Carol Commission Competition for young composers, community education seminars highlighting works being performed through our In-Choir-ing Minds series, internship opportunities to learn office and arts management skills, and the nation's first Conducting Fellowship for students pursuing a master's degree in choral conducting from Butler University. The Symphonic Choir provides subsidized tickets to lower-income senior communities to attend concerts, provides transportation assistance, and even brings concerts to senior communities through mobile performances for those unable to travel to the concert venues. New in the 2019-2020 season is the addition of an ASL interpreted performance which we anticipate continuing in December 2020.

Among the Symphonic Choir's most valuable partnerships is our relationship with area schools throughout metropolitan Indianapolis through Voices of Harmony. The Indianapolis Symphonic Choir is the official choral partner for all 68 schools in the Indianapolis Public School system, and also partners with school systems throughout Central Indiana. We provide in-service education for choir and general music teachers.

Festival of Carols 2018 with Covenant Christian High School, Indianapolis Chamber Orchestra, and Indianapolis Symphonic Choir at The Palladium.

The annual Spotlight Choir initiative serves as our ongoing side by side series, pairing the Symphonic Choir with area high school or middle school choirs as a component of the *Festival of Carols* concerts. Symphonic Choir Artistic Director Dr. Eric Stark leads in-class preparation with these partner schools, whose students perform their own repertoire and also sing with the Symphonic Choir members and orchestra. These opportunities encourage multi-generational learning and mentoring as adult and student participants perform together through the *Festival of Carols* performances - three of which in 2019 are scheduled to be performed at The Palladium with the financial support of the City of Carmel's arts grant program. The 2019 Spotlight Choirs will be from Mt Vernon High School and, at the Palladium performances, Herron High School. The 2020 Spotlight Choirs will be selected in the spring of 2020.

This grant application to the City of Carmel is in the amount of $17,000 for partial support of three performances of the popular, family-friendly *Festival of Carols*, and one performance of the evergreen favorite Handel's *Messiah*, at The Palladium in December 2020. These grant monies will be used to offset the cost of hall rental, stagehands, box office staff, venue security, and other expenses directly related to bringing these performances to the world-class venue. We are exceedingly grateful for the past support from the City of Carmel, and we look forward to continuing our service to Central Indiana through the arts and culture with your generous support.

Indianapolis Symphonic Choir - Projected Budget 2020-2021

		Total Budget (84th) 2020-2021 For reference
Income		
	Total TICKET SALES	$169,300
	Total EARNED INCOME	$579,202
	Total OTHER INCOME	$55,500
Total Income		**$803,377**
Expense		
	Total ADMINISTRATIVE EXPENSE	$299,152
	Total ARTISTIC PERSONNEL EXPENSE	$222,550
	Total EDUCATION/OUTREACH EXPENSE	$17,050
	Total FUND DEVELOPMENT EXPENSE	$127,650
	Total PRODUCTION EXPENSE	$78,975
	Total PROMOTIONAL EXPENSE	$58,000
Total Expense		**$803,377**

State of Indiana
Office of the Secretary of State

CERTIFICATE OF AMENDMENT

of

INDIANAPOLIS SYMPHONIC CHOIR, INC.

I, CHARLES P. WHITE, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, December 20, 2011.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 20, 2011.

Charles P. White

CHARLES P. WHITE,
SECRETARY OF STATE

193087-089 / 2011122158957

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 28, 2002

Indianapolis Symphony Choir, Inc.
32 E. Washington St., Ste. 1675
Indianapolis, IN 46204

Person to Contact:
Cassandra E. Jackson 31-07417
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
35-6035494

Dear Sir or Madam:

This letter is in response to our receiving your request to change the address of your organization to what is reflected in the heading above and on our records.

Our records indicate that a determination letter issued in February of 1952 we granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Indianapolis Symphony Choir, Inc.
35-6035494

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, LIAM BONNER, an authorized representative of INDIANAPOLIS SYMPHONIC CHOIR ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 730,756.55 .

Signature
Printed Name LIAM J BONNER

Subscribed and sworn to before me, the undersigned Notary Public, this 21st day of November, 2019.

Sharon M. Kibbe
Signature - Notary Public

Printed Name Sharon M. Kibbe

Resident of Hamilton County, Indiana

My Commission Expires: July 12, 2026

[SEAL]

NOTARY PUBLIC SEAL INDIANA
SHARON M. KIBBE
Resident of Hamilton Co.
My Commission Expires
July 12, 2026

Indianapolis Symphonic Choir
Balance Sheet
As of July 31, 2019

9:10 AM
09/04/2019
Accrual Basis

	Jul 31, 19
ASSETS	
Current Assets	
Checking/Savings	
1100 · Cash and Savings	
1101 · Checking	
1101b · Checking - SYB	47,354.80
Total 1101 · Checking	47,354.80
1105 · Savings - SYB	
1105d · Endowment Holding Account	4,620.00
1105e · Grants/contributions for NFY	51,300.00
1105v · Undesignated	-4,912.43
Total 1105 · Savings - SYB	51,007.57
1106 · Cash Box	250.00
Total 1100 · Cash and Savings	98,612.37
Total Checking/Savings	98,612.37
Other Current Assets	
1300 · Inventory Asset	
1302 · CD Capitalized Costs- Christmas	7,662.00
1303 · Inventory - Elijah CD's	5.00
1304 · CD- Zabur	355.00
Total 1300 · Inventory Asset	8,022.00
Total Other Current Assets	8,022.00
Total Current Assets	106,634.37
Fixed Assets	
1400 · Fixed Assets	
1401 · Equipment	34,928.34
1402 · Accumulated Depreciation	-34,928.34
Total 1400 · Fixed Assets	0.00
Total Fixed Assets	0.00
Other Assets	
1700 · Endowment	
1701 · ISC Endowment - CICF- Corpus	323,149.12
1701r · Accumulated growth/decline	22,838.88
1701u · Accumulated Unrealiz Gain/Loss	19,024.42
Total 1700 · Endowment	365,012.42
1800 · Donor Restricted	
1802 · Raymond James	
1802b · Lilly Endowment Year 2	80,000.00
1802c · Lilly Endowment Year 3	99,000 00
1802d · Board Restricted CD Fund	16,394.25
1802k · Board Restricted Pr Yrs Surplus	18,343.92
1802u · Unrealized Gains (Losses)	852.52
1802z · Undesignated	4,092.67
Total 1802 · Raymond James	218,683.36
Total 1800 · Donor Restricted	218,683.36
1900 · Prepaid Expense	
1909 · Prepaid Exp - Next FY	275.00
Total 1900 · Prepaid Expense	275.00
Total Other Assets	583,970.78
TOTAL ASSETS	690,605.15

	Jul 31, 19
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2001 · Accounts Payable	8,976.82
Total Accounts Payable	8,976.82
Other Current Liabilities	
2400 · Unearned Revenue	
2413 · Un Rev - Foundation Grants	
2413k · Foundation Grants 19/20	80,000.00
2413l · Foundation Grants 20/21	99,000.00
Total 2413 · Un Rev - Foundation Grants	179,000.00
2415 · Contributions/Grants- Next FY	51,300.00
Total 2400 · Unearned Revenue	230,300.00
Total Other Current Liabilities	230,300.00
Total Current Liabilities	239,276.82
Total Liabilities	239,276.82
Equity	
3200 · Perm Restricted Net Assets	
3202 · Endowment	297,995.00
Total 3200 · Perm Restricted Net Assets	297,995.00
3300 · Temp. Restricted Net Assets	
3301 · Board Restricted	106,343.92
3302 · Recording fund	15,386.38
3303 · Endowment	21,466.84
Total 3300 · Temp. Restricted Net Assets	143,197.14
3500 · Retained Earnings	34,199.85
Net Income	-24,063.66
Total Equity	451,328.33
TOTAL LIABILITIES & EQUITY	690,605.15

Indianapolis Symphonic Choir
Profit & Loss Budget vs. Actual
August 2018 through July 2019

9:11 AM
09/04/2019
Accrual Basis

	Aug '18 - Jul 19	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
TICKET SALES				
4002 · Sacred Masterworks Tix Sales	10,924.00	22,330.00	-11,406.00	48.92%
4003 · Festival of Carols Tix Sales	146,785.64	146,690.00	95.64	100 07%
Total TICKET SALES	157,709.64	189,020.00	-11,310.36	93.31%
EARNED INCOME				
4100 · Individual Contributions	137,697.78	155,020.00	-17,322.22	88 83%
4110 · Matching Funds	28,915.15	15,000.00	13,915.15	192.77%
4120 · Corporate Contributions	23,216.50	39,000.00	-15,783.50	59.53%
4132 · In-Kind Rent	15,180.00	15,180.00	0.00	100.0%
4140 · A.C.I. Grant	27,000.00	27,000 00	0.00	100.0%
4141 · I.A.C. Grant	12,222.00	11,745.00	477 00	104.06%
4143 · Foundation Grants	71,555.00	76,000.00	-4,445.00	94.15%
4145 · Lilly Endowment Grant	77,000.00	77,000.00	0.00	100.0%
4150 · Gala				
4151a · Gala Income - Corporate Sponsor	19,200.00	28,500.00	-9,300.00	67.37%
4151b · Gala Income - Ticket Sales	25,300 00	48,000.00	-22,700.00	52.71%
4151c · Gala Income - Fund-a-Need	31,725.00	56,000.00	-24,275.00	56.65%
4151d · Gala Income - Silent Auction	12,836.00	46,000.00	-33,164.00	27 9%
4151e · Gala Income - In-Kind	30,654.00	50,000.00	-19,346.00	61.31%
4151f · Gala - Other Income	400.00	0.00	400.00	100.0%
4151g · Gala Income - Live Auction	18,000.00	15,000.00	3,000.00	120.0%
Total 4150 · Gala	138,115.00	243,500.00	-105,385.00	56.72%
Total EARNED INCOME	530,901 43	859,445.00	-128,543.57	80.51%
OTHER INCOME				
4201 · Contracted Services	36,000.00	36,000.00	0 00	100.0%
4202 · Interest/Dividend Income	3,379.71	3,100.00	279 71	109.02%
4205 · Realized gain on sale of Invest	-5,506.88	0.00	-5,506.88	100 0%
4206 · CICF Funds released for use	1,000.00	1,000 00	0.00	100.0%
4210 · Miscellaneous Earned Income				
4211 · Recording - Public Release	1,007.67	2,500.00	-1,492.13	40.32%
4212 · Vocal Scores	5,857.78	5,600 00	257.78	104.6%
4215 · Other Earned Income	71.00	0.00	71 00	100.0%
4216 · Performance Attire	338.00	0 00	336.00	100.0%
Total 4210 · Miscellaneous Earned Income	7,272.65	8,100.00	-827.35	89.79%
Total OTHER INCOME	42,145.48	48,200.00	-6,054 52	87.44%
Total Income	730,756.55	876,685 00	-145,908.45	83.38%
Cost of Goods Sold				
5001 · Cost of Goods Sold - Christmas	86.00	0.00	66.00	100 0%
Total COGS	66.00	0.00	88 00	100.0%
Gross Profit	730,690.55	878,685 00	-145,974.45	83.35%

	Aug '18 - Jul 19	Budget	$ Over Budget	% of Budget
Expense				
ADMINISTRATIVE EXPENSES				
6101 · Executive Director Salary	44,405.44	65,619.00	-21,213.56	67.67%
6101b · ED Search Personnel	423.50	500.00	-76.50	84.7%
6101c · Personnel Search Expenses	4,960.61	1,500.00	3,460.61	330.71%
6103 · Production Specialist	6,000.00	0.00	6,000.00	100.0%
6103b · Temporary Assitance	11,996.00	0.00	11,996.00	100.0%
6104 · Director of Development	33,549.41	54,890.04	-21,340.63	61.12%
6105 · General Manager	58,425.00	58,424.96	0.04	100.0%
6106 · FICA	17,506.69	21,121.00	-3,614.31	82.89%
6107 · Medicare	4,094.20	4,940.00	-845.80	82.88%
6108 · FUTA/SUTA	2,389.87	300.00	2,089.87	796.62%
6109 · Employee Benefit - Simple IRA	8,888.68	10,220.00	-1,331.34	86.97%
6110 · Employee Benefits- Other	18,159.23	28,955.00	-10,795.77	62.72%
6111 · Professional Advancement	4,030.18	5,000.00	-969.82	80.6%
6122 · Equipment Maintenance/Purchase	1,665.44	1,500.00	165.44	111.03%
6131 · Administrative Travel	2,328.80	4,000.00	-1,671.20	58.22%
6132 · Parking	873.32	1,000.00	-126.68	87.33%
6133 · Supplies	2,043.70	2,000.00	43.70	102.19%
6134 · Administrative Postage	615.33	2,000.00	-1,384.67	30.77%
6135 · Printing	4,232.46	1,800.00	2,432.46	235.14%
6136 · Dues and Subscriptions	2,711.02	1,500.00	1,211.02	180.74%
6137 · Software & Service Subscription	4,752.05	450.00	4,302.05	1,056.01%
6138 · Administrative Meals	317.14	0.00	317.14	100.0%
6141 · Insurance	3,358.00	7,800.00	-4,442.00	43.05%
6151 · Audit/Legal Fees	5,525.00	4,750.00	775.00	116.32%
6152 · Internal Accounting Expense	3,017.99	3,600.00	-582.01	83.83%
6153 · Bank Account Fee	970.00	1,000.00	-30.00	97.0%
6154 · Payroll Processing Fee	1,828.18	1,400.00	428.16	130.58%
6155 · Investment Fees	0.00	500.00	-500.00	0.0%
6156 · Credit Card Fees	4,880.78	5,000.00	-119.22	97.62%
6161 · Board Directed Expenses	4,681.83	16,821.00	-14,139.17	24.86%
6162 · In-Kind expense	15,180.00	15,180.00	0.00	100.0%
6163 · Staff Kudos	240.60	1,200.00	-959.40	20.05%
Total ADMINISTRATIVE EXPENSES	274,050.41	324,971.00	-50,920.59	84.33%
ARTISTIC PERSONNEL EXPENSE				
6201 · Artistic Directors Fee	90,852.96	90,855.00	-2.04	100.0%
8202 · Assistant Conductor Fee	20,303.16	20,305.00	-1.84	99.99%
6203 · Program Manager	14,658.32	43,975.00	-29,316.68	33.33%
6205 · Artistic Advancement	2,176.72	2,500.00	-323.28	87.07%
6212 · Guest Artist Fees and Expenses	24,668.94	25,000.00	-331.06	98.88%
6214 · Instrumentalists	78,996.00	76,700.00	296.00	100.38%
6215 · Accompanist Fees	17,696.64	17,700.00	-3.36	99.98%
6215b · Accompanist Fee- Substitute Fee	450.00	600.00	-150.00	75.0%
6216 · Commissioned Work	1,000.00	1,600.00	-600.00	62.5%
6221 · Singers Amenities	414.67	1,000.00	-585.13	41.49%
Total ARTISTIC PERSONNEL EXPENSE	251,217.61	282,235.00	-31,017.39	89.01%

	Aug '18 - Jul 19	Budget	$ Over Budget	% of Budget
EDUCATION/OUTREACH EXPENSES				
6302 · Conducting Fellowship	6,962.50	6,450.00	512.50	107.95%
6303 · Education Specialist	5,220.63	1,000.00	4,220.63	522.06%
6304 · Radio/TV Broadcast	6,060.00	7,500.00	560.00	107.47%
6305 · Other Education/Outreach	1,359.60	2,000.00	-640.40	67.98%
6308 · Website Design	312.50	725.00	-412.50	43.1%
Total EDUCATION/OUTREACH EXPENSES	21,915.23	17,675.00	4,240.23	123.99%
FUND DEVELOPMENT EXPENSES				
6401 · Cultivation Events	4,269.54	6,000.00	-1,730.46	71.16%
6402 · Fund Development	31.16	0.00	31.16	100.0%
8403 · Supplies and Printing	1,149.99	3,200.00	-2,050.01	35.94%
6404 · Fund Raising Postage	797.50	2,000.00	-1,202.50	39.88%
6405 · Data Base Service	3,036.50	2,300.00	736.50	132.02%
6408 · Grant Writer	4,044.00	0.00	4,044.00	100.0%
6410 · Planned Giving- Printing/Design	0.00	1,000.00	-1,000.00	0.0%
6412 · Planned Giving- Cultivation	770.91	2,000.00	-1,229.09	38.55%
6415 · Gala Expense				
6415a · Gala Expense - Venue/Food	37,799.99	34,000.00	3,799.99	111.18%
6415b · Gala Expense - Performance	4,220.00	5,200.00	-980.00	81.15%
6415c · Gala Expense - Decor	1,785.00	1,500.00	285.00	119.0%
6415d · Gala Expense - Auction	8,875.00	9,200.00	-325.00	96.47%
6415e · Gala Expense - Marketing	1,704.77	1,100.00	604.77	154.98%
6415f · Gala Expense - Miscellaneous	4,634.31	5,500.00	-865.69	84.26%
6415g · Gala Expense - In-Kind Expense	30,654.00	50,000.00	-19,346.00	61.31%
Total 6415 · Gala Expense	89,673.07	106,500.00	-16,828.93	84.2%
Total FUND DEVELOPMENT EXPENSES	103,772.67	123,000.00	-19,227.33	84.37%
PRODUCTION EXPENSES				
6501 · Concert Hall Rental	46,425.02	38,000.00	8,425.02	122.17%
6502 · Concert Lighting/Ambience	12,588.98	8,500.00	4,088.98	148.11%
6503 · Box Office Expenses	10,563.12	18,000.00	-7,436.88	58.68%
6511 · Performance Attire	186.73	0.00	186.73	100.0%
6521 · Music Rented/Purchased	11,975.76	8,000.00	3,975.76	149.7%
6522 · Rehearsal Space Rental	7,188.00	5,500.00	1,688.00	130.69%
6523 · Rehearsal Equip Purchase/Rental	10,742.04	21,000.00	-10,257.96	51.15%
6531 · Recording - Archival	1,730.30	2,000.00	-269.70	86.52%
6532 · Recording - Public Release	2,690.85	12,000.00	-9,309.15	22.42%
6541 · ASCAP Fee	1,943.63	1,500.00	443.63	129.58%
Total PRODUCTION EXPENSES	106,014.43	114,500.00	-8,485.57	92.59%
PROMOTIONAL EXPENSES				
6601 · Contractor - Design Specialist	7,556.09	11,500.00	-3,943.91	65.71%
6602 · PR Consultant	8,000.00	7,200.00	800.00	111.11%
6611 · Printing	14,247.83	12,500.00	1,747.83	113.98%
6612 · Design	105.00	0.00	105.00	100.0%
6614 · Advertising	6,449.83	9,000.00	-2,550.17	71.67%
6618 · Promotional Postage	5,268.32	7,500.00	-2,231.68	70.24%
6621 · Other Promotional Expense	2,875.54	7,500.00	-4,624.46	38.34%
Total PROMOTIONAL EXPENSES	44,502.61	55,200.00	-10,697.39	80.62%
Total Expense	801,472.96	917,581.00	-118,108.04	87.35%
Net Ordinary Income	-70,782.41	-40,916.00	-29,866.41	172.99%

	Aug '18 - Jul 19	Budget	$ Over Budget	% of Budget
Other Income/Expense				
Other Income				
7001 · Endowment Transactions				
7001a · Endowment Donation	28,550.00	0.00	28,550.00	100.0%
7001c · Endowment Account Dividend Inc	1,709.61	0.00	1,709.61	100.0%
7001d · Endowment Account Realized Gain	8,966.72	0.00	8,966.72	100.0%
7001e · Endowment Acct Transaction Fee	863.00	0.00	863.00	100.0%
7001f · Endowment Account CICF Fees	-2,653.55	0.00	-2,653.55	100.0%
Total 7001 · Endowment Transactions	37,235.78	0.00	37,235.78	100.0%
7100 · Unrealiz Gain/Loss on Investmnt				
7100a · Unrealiz Gain/Loss - ISC Endwmt	10,784.80	0.00	10,764.80	100.0%
7100b · Unrealiz Gain/Loss - Investment	406.46	0.00	406.46	100.0%
Total 7100 · Unrealiz Gain/Loss on Investmnt	11,191.26	0.00	11,191.26	100.0%
Total Other Income	48,427.04	0.00	48,427.04	100.0%
Other Expense				
8002 · Depreciation Expense	1,708.29	0.00	1,708.29	100.0%
Total Other Expense	1,708.29	0.00	1,708.29	100.0%
Net Other Income	46,718.75	0.00	46,718.75	100.0%
Net Income	-24,063.66	-40,916.00	16,852.34	58.81%

** PUBLIC DISCLOSURE COPY **

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

A For the 2017 calendar year, or tax year beginning AUG 1, 2017 and ending JUL 31, 2018

B Check if applicable: [ ] Address change [ ] Name change [ ] Initial return [ ] Final return/terminated [ ] Amended return [ ] Application pending

C Name of organization: INDIANAPOLIS SYMPHONIC CHOIR, INC

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 4600 SUNSET AVENUE | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: INDIANAPOLIS, IN 46208

D Employer identification number: 35-6035494

E Telephone number: 317-940-9057

G Gross receipts $ 1,276,581.

F Name and address of principal officer: LIAM BONNER
SAME AS C ABOVE

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. (see instructions)

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: ▶ WWW.INDYCHOIR.ORG

H(c) Group exemption number ▶

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other ▶

L Year of formation: 1937 **M** State of legal domicile: IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: THE INDIANAPOLIS SYMPHONIC CHOIR IS DEDICATED TO EXCELLENCE IN THE PERFORMANCE OF CHORAL MUSIC, TO

2 Check this box ▶ [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	16
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	16
5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	5	7
6	Total number of volunteers (estimate if necessary)	6	212
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	766,046.	734,388.
	9	Program service revenue (Part VIII, line 2g)	546,054.	388,368.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	5,376.	16,086.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-95,095.	-76,969.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,222,381.	1,061,873.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	413,130.	396,671.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 45,201.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	786,894.	483,625.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,200,024.	880,296.
	19	Revenue less expenses. Subtract line 18 from line 12	22,357.	181,577.

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	641,491.	813,215.
	21	Total liabilities (Part X, line 26)	22,138.	4,258.
	22	Net assets or fund balances. Subtract line 21 from line 20	619,353.	808,957.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer | Date

▶ LIAM BONNER, EXECUTIVE DIRECTOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN

Firm's name ▶ | Firm's EIN ▶

Firm's address ▶ | Phone no.

May the IRS discuss this return with the preparer shown above? (see instructions) [ ] Yes [ ] No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

2019-2020 BOARD OF DIRECTORS

Mr. Ray Biederman, Vice-President

Class: 2019-2022, 3rd term

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Nurse | Retired

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INDIANAPOLIS
SYMPHONIC
CHOIR

GIVING VOICE TO
CLASSICAL MUSIC

4600 SUNSET AVENUE
INDIANAPOLIS, IN 46208
PH: 317.940.9057
FAX: 317.940.9058
INDYCHOIR.ORG

November 20, 2019

The Honorable Mayor James Brainard
Carmel City Hall
One Civic Square Carmel, IN 46032

Dear Mayor Brainard,

The Indianapolis Symphonic Choir is grateful for the generous support by the City of Carmel for our 2019 performances of Festival of Carols and Messiah at The Palladium at the Center for the Performing Arts. You are helping us to continue a growing musical tradition that brings people of all ages and of all musical backgrounds together.

The Indianapolis Symphonic Choir, celebrating its 83rd season in 2019-2020, is proud to be one of the nation's most established and dynamic musical institutions. Among the most active symphonic choruses in the United States, this organization reaches more than 25,000 persons each season through performances and education/community engagement programs. Recognized as a leader amongst peer choruses, we are honored to be among the top 1% of choruses in terms of budget size and overall institutional capacity in the United States.

Your ongoing support of the Symphonic Choir's December performances at The Palladium allows us to keep up with anticipated audience demand. At the time of submitting this report, we are preparing for our 2019 performances: Festival of Carols on December 20, 21, and 22, and December 19 for Handel's Messiah.

The December 2019 Festival of Carols performances features 225 performers, including 150 voices from the Indianapolis Symphonic Choir, together with the Indianapolis Chamber Orchestra, and Spotlight Choirs from Mt. Vernon High School and Herron High School. Special guest artist this year is Michele McConnell, an Indianapolis area native and Butler graduate recently completing an 8-year, record-breaking run in the featured role of Carlotta in the Broadway cast of Phantom of the Opera. In addition, this year's performances feature nationally recognized Gospel recording artist and Indianapolis native Rodnie Bryant as well as the introduction of an ASL interpreted performance.

The Symphonic Choir is also presenting a performance of Handel's oratorio Messiah, with a select choir of 70 voices, in collaboration with the Indianapolis Symphony Orchestra. Beyond the timeless beauty of this Baroque masterwork, we continually see new audiences experiencing our classical music for the first time with each year's Messiah presentation. Further, many of these new audiences are not just new to the ISO and Symphonic Choir concerts, but also are making their first visit to a classical performance at The Palladium. Messiah provides an attractive entree to a lifetime of arts participation. We expect these presentations of Handel's most famous work to continue to sell out.

Education is a key component of our programming for the performances we provide at The Palladium. Of particular note is our Spotlight Choir initiative that pairs the

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Symphonic Choir with one or more different high schools each academic year. For the 2018-2019 season, we partnered with North Central High School and Covenant Christian High School. These students received unique opportunities not available elsewhere including masterclasses, multi-generational music-making, performing with professional musicians and orchestra, and the ability to experience the magnificence of world-class concert venues. Certainly, an inspiration! As mentioned previously, Herron High School joins the Symphonic Choir for the three Festival of Carols performances at The Palladium this December (Mt. Vernon High School performs at another Festival of Carols performance at the Warren Performing Arts Center). Past Spotlight Choirs include Carmel, Fishers, Avon, Center Grove, Brownsburg, Plainfield, Herron, Manual, Lawrence North, Lawrence Central, and Franklin Central. This annual partnership is among our most impactful, and truly changes lives for the better through the arts.

This November the Choir's newest recording, Festival of Carols, was released by the international record label Naxos. This recording features Grammy Award-winning artist Sylvia McNair and the Indianapolis Chamber Orchestra and was recorded live at The Palladium.

Aside from strong programming, the Symphonic Choir is in a good financial position. We continue the trend of ending our fiscal years with a balanced budget. Individual donations, corporate sponsorships, and granting (foundation) revenue paired with earned income (e.g. ticket sales, performance fees) of approximately $1 million, helping to ensure our continued financial stability, through a $3.75 million endowment campaign, we are pleased to announce that as of July 31, 2019, we have exceeded that goal with $4.1M in gifts and pledges. Further, our Board of Directors represents a diverse cross-section of the Central Indiana community, all of whom support the Symphonic Choir at a leadership level; and the 180 volunteer singers on our roster, all of whom support the Choir financially, together contribute more than 40,000 volunteer hours through rehearsals, performances, and community service annually.

We are grateful for your previous support and thank you in advance for your consideration of this request. With your generous support, the Symphonic Choir has been able to expand its programming, maintain a high level of artistic integrity, and continue to make Carmel and Central Indiana an attractive place to visit and to live.

With appreciation,

Liam Bonner | Executive Director
Indianapolis Symphonic Choir

RESOLUTION NO. BPW 01-22-20-22

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and International Talent Academy (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Tatyana Komarova an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $10,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

International Talent Academy **("Grantee")**

By: _____ (Signature)

Printed Name of Officer: Tatyana Komarova Title: Executive Director

Date: 11/22/19

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: International Talent Academy

Address: 11398 Regency Ln, Carmel IN 46033

Telephone: 317-815-9381 Fax: —

Contact Person: Tatyana Komarova

Email: Tatyanak13@gmail.com

APPLICATION AMOUNT: $15,000 (ITA); $13,000 (new event)

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Please, see enclosed letter.

By: [signature]

Printed Name of Officer: Tatyana Komarova

Title: Executive Director

Date: 11/20/19

(Additional pages may be added to Exhibit "A")

INTERNATIONAL TALENT ACADEMY

Performing & Liberal Arts School for Young Children

November 20, 2019

Mayor Jim Brainard
Carmel Arts Advisory Committee
City Hall, Third floor
One Civic Squire, Carmel, IN 46032

International Talent Academy
11398 Regency Ln,
Carmel, IN 46033

Dear Mayor Brainard and Carmel Arts Advisory Committee:

I am writing on behalf of the International Talent Academy (ITA), a 501 (c) (3) non-profit organization. ITA is dedicated **to raise intelligent** and **committed generation of young children** to take **leadership** and build a strong future in our society through high level performing & liberal arts programs.

- This year ITA organized and ran 2 International projects where we represented Carmel and USA
- We are sincerely asking to **consider increasing our grant amount**, so we can ran successful year-round operations of our growing organization. Please, note that we do not receive any grants or support from any other organizations.
- Additionally, please, look inside for a proposed NEW Carmel Rising Star Competition (separate budget and description included)

Enclosed, in this proposal:

- 2019 annual report (new and improved)
- a copy of the IRS 501c3 letter
- 2020 budget
- financial statements, IRS forms
- articles of incorporation
- an application form
- new event proposal and event budget

To support ITA's NEW mission and vision as well as 700+ volunteer hrs we collectively worked this year, we respectfully request $15,000.00 in support of the organization's operations, growth development and $13,000 for the new Carmel Rising Star Competition (2 different divisions) we will organize and run in 2020.

<u>The funds will be allocated as follows:</u>

$10,000.00 – Current Program Operations, Organization and Programs development
$4,000.00 – Website, technical support, new equipment
$1,000.00 - New Marketing Strategy
$13,000 – Carmel Arts Rising Star competition (2 divisions)

Thank you and the Carmel Arts Advisory Committee for your consideration of this good faith request from the International Talent Academy. If you require any further information, I would be happy to provide it.

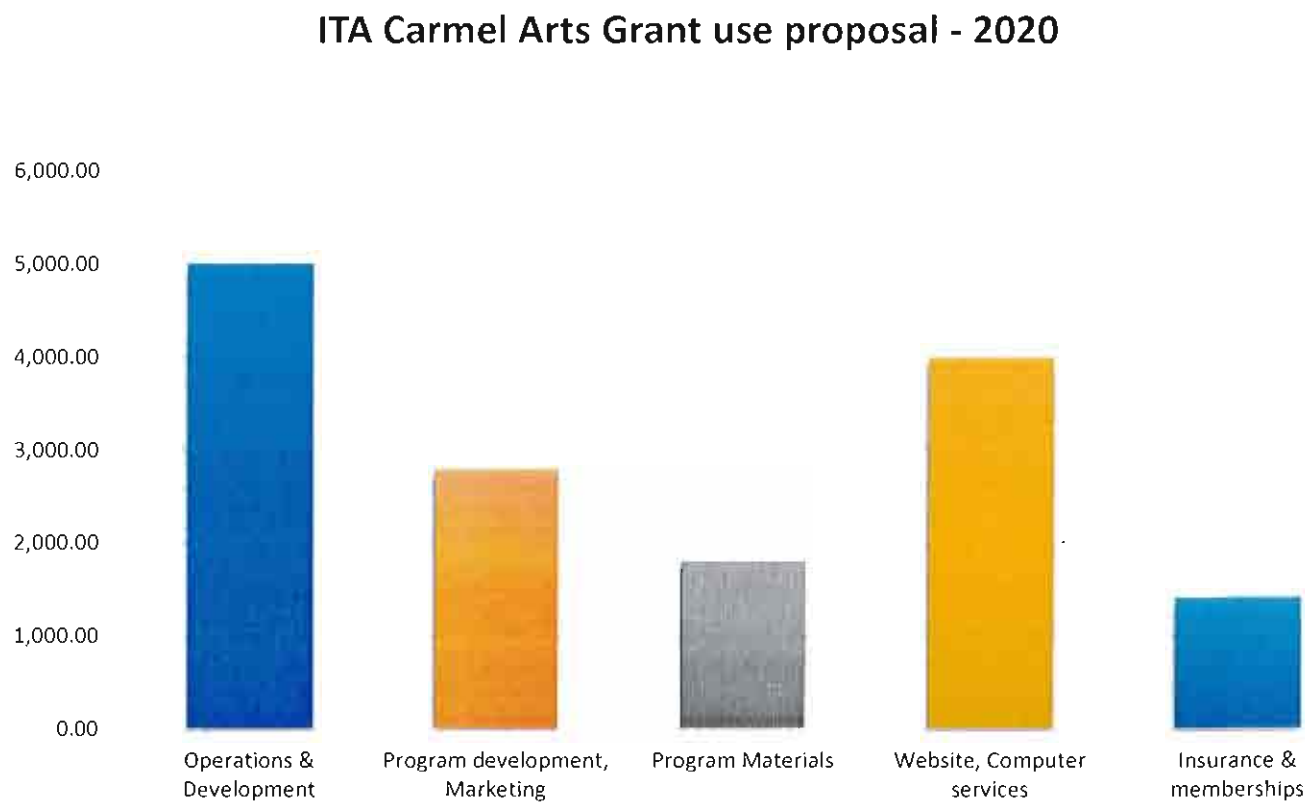
Your support is greatly appreciated!

Sincerely,

Tatyana Komarova, Executive Director
Board of Directors, International Talent Academy

ITA's Carmel Arts grant use proposal - 2020

Operations & Development	5,000.00			
Program development, Marketing	2,800.00			
Program Materials	1,800.00			
Website, Computer services	4,000.00			
Insurance & memberships	1,400.00			
Total 2020 grant use proposal	**15,000.00**			



CARMEL ARTS RISING STAR COMPETITION: Piano Voice Division

2020 BUDGET PROPOSAL

	A	B	C	D	E
1					
2	**Income**				
3	**CATEGORIES**	**Number of Participants**	**Price per Participant**	**AMOUNT**	
4	Application fee	80	$30	$2,400	
5					
6	**Total Estimated Revenue**			**$2,400**	
7	**Expences**				
8	***Marketing & Advertisement***	**Items**	**Amount**	**Total**	
9	Local Publications, Radio Ads			$0	
10	Banners			$400	
11	Website registration & maintenance			$800	
12	Competition Programs			$500	
13	Photography			$500	
14	**Total Marketing**			**$2,200**	
15	***Professional fees***				
16	Judges fees Piano (2 x 9 hrs)	9	$100	$900	
17	Judges fees Vocal (2 x 9 hrs)	9	$100	$900	
18	Administrative assistant	90	$15	$1,350	
19	Accountant	30	$20	$600	
20	**Total Professional Fees**			**$3,750**	
21	***Operating Expences & Rental***				
22	Piano Tuning fees	1	$200	$200	
23	Paper, Ink, Printing			$500	
24	Room & Piano Rental (hrs)	10	$100	$1,000	
25	Monon Center 2 Rooms Rental (hrs)	20	$75	$1,500	
26	Online computer services	donated by ITA		$0	
27	**Total Operating Expences**			**$3,200**	
28	***Meals & Supplies***				
29	Volunteers	2	$200	$400	
30	Judges	2	$100	$200	
31	**Total Meals & Supplies**			**$600**	
32	***Prizes***				
33	Certificates + printing	90	**$3**	$270	
34	Medals + Shipping	50	**$5**	$250	
35	Trophies + Shipping	40	**$10**	$400	
36	Scholarships	multiple	vary	$1,800	
37	**Total Prizes**			**$2,720**	
38	***Miscellaneous expenses***				
39	Insurance - non-employee			$450	
40	Competition supplies			$200	
41	**Total Insurance, Msc Supplies**			**$650**	
42	**Total Expences**			**$13,120**	
43	**Net Operating Income**			(10,720.00)	

International Talent Academy: proposed 2020 budget

Income	proposed 2020
4 Contributed support	
4510 Individual/Business contribution	2,500.00
4520 Fundraisers	1,500.00
4540 Local government grants	15,000.00
Total 4 Contributed support	**19,000.00**
5 Earned revenues	
5180 Program service fees	35,000.00
Total 5 Earned revenues	**35,000.00**
Total Income	**54,000.00**
Expenses	
7200 Salaries & related expenses	
7210 Officers & directors salaries	28,000.00
7220 Contracted Teachers	18,000.00
7230 Executive Assistant	0.00
Total 7200 Salaries & related expenses	**46,000.00**
7500 Contracted services	
7520 Accounting fees	300.00
7530 Legal fees	400.00
7540 Contract labor	400.00
Total 7500 Professional fees	**1,100.00**
8100 Office expense	
8195 Computer services	900.00
8130 Telephone & telecommunications	950.00
Total 8100 Office expense	**1,850.00**
8110 Office Supplies	500.00
8180 Books and Classes material	400.00
Total 8110 Office Supplies	**900.00**
8200 Rent	
8210 Rent, other occupancy	500.00
Total 8200 Rent	**1,200.00**
8300 Travel & meetings expenses	200.00
8320 Conference,convention,workshops	200.00
8340 International travel expenses	0.00
8500 Meals 8350	50.00
Total 8300 Travel & meetings expenses	**400.00**
8700 Insurance - non-employee	300.00
8710 Insurance - BOD	750.00
8720 Membership dues - organization	400.00
8700 Total Insurance & memberships	**1,450.00**
9000 Advertising expenses	150.00
9030 Marketing Services	300.00
Total 8570 Advertising expenses	**450.00**
Total Expenses	**53,350.00**
Net Operating Income	650.00

Director's unpaid salary in 2019 **$7,411**

Volunteer services received **$30,000**

(website, marketing, accounting, tech support)

State of Indiana
Office of the Secretary of State

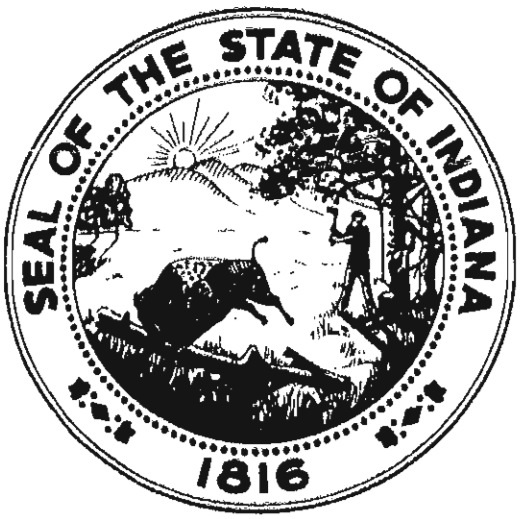
CERTIFICATE OF INCORPORATION

of

INTERNATIONAL TALENT ACADEMY, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, February 01, 2006.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 1, 2006.

TODD ROKITA,
SECRETARY OF STATE

2006020300323 / 2006020336008

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 22 2006

INTERNATIONAL TALENT ACADEMY INC
1153 AQUEDUCT WAY
INDIANAPOLIS, IN 46280

Employer Identification Number:
20-4369460
DLN:
17053167046006
Contact Person:
DONNA ELLIOT-MOORE ID# 50304
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 1, 2006
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2010

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

INTERNATIONAL TALENT ACADEMY INC

Sincerely,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Tatyana Komarova, an authorized representative of International Talent Academy ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 48,225.00.

Signature
Printed Name Tatyana Komarova

Subscribed and sworn to before me, the undersigned Notary Public, this 22nd day of November, 2019.

Signature - Notary Public
Printed Name Donna L. Fiene
Resident of Hamilton County, Indiana
My Commission Expires: 7-24-27

[SEAL]

DONNA L. FIENE
Notary Public State of Indiana
Commission Number. 721462
My Commission Expires
July 24, 2027

International Talent Academy
Balance Sheet
As of November 22, 2019

	Total
ASSETS	
Current Assets	
Bank Accounts	
Operating - Bank of Indianapoli	2,991.81
Savings - Bank of Indianapolis	4,084.66
Total Bank Accounts	$ 7,076.47
Other Current Assets	
1299 Undeposited Funds	0.00
Total Other Current Assets	$ 0.00
Total Current Assets	$ 7,076.47
TOTAL ASSETS	$ 7,076.47
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	
3000 Opening Balance Equity	-329.29
3001 Opening Bal Equity	870.50
32000 Retained Earnings	10,883.17
Net Income	-4,347.91
Total Equity	$ 7,076.47
TOTAL LIABILITIES AND EQUITY	$ 7,076.47

Friday, Nov 22, 2019 10:10:29 AM GMT-8 - Accrual Basis

International Talent Academy
Profit and Loss YTD Comparison
January 1- October 30, 2019

	Total	
	Oct 1-30, 2019	Jan 1 - Oct 30, 2019 (YTD)
Income		
4000 Contributed support		540.00
4010 Individual/Business Donations		10,760.48
4020 Board Donations & Match	19.04	380.80
4540 Local government grants		10,000.00
Total 4000 Contributed support	$ 19.04	$ 21,681.28
5000 Earned revenues		
5030 State contracts/fees		-22.00
5180 Program service fees		20,589.00
5181 International camp project		10,520.00
5182 Destination Imagination Program		1,280.00
Total 5180 Program service fees	$ 0.00	$ 32,389.00
5310 Interest-savings/short-term inv		16.10
Total 5000 Earned revenues	$ 0.00	$ 32,383.10
5183 DI Globals refunds		1,399.60
5800 Special events		
5802 Fundraiser{430}		440.00
5802.1 Ticket Sales		160.00
Total 5802 Fundraiser{430}	$ 0.00	$ 600.00
Total 5800 Special events	$ 0.00	$ 600.00
Total Income	$ 19.04	$ 56,063.98
Gross Profit	$ 19.04	$ 56,063.98
Expenses		
7200 Salaries & related expenses		
7210 Officers & directors salaries		20,364.02
7220 Contracted Teachers	600.00	10,438.00
Total 7200 Salaries & related expenses	$ 600.00	$ 30,802.02
7500 Contracted services		
7542 Translations		4,440.00
Total 7500 Contracted services	$ 0.00	$ 4,440.00
8100 Office expenses		
8105 Equipment		499.97
8130 Telephone & telecommunications		675.00
8195 Computer services	478.88	769.79
Total 8100 Office expenses	$ 478.88	$ 1,944.76
8110 Office Supplies		76.44
8180 Books and Classes material	95.56	444.39
Total 8110 Office Supplies	$ 95.56	$ 520.83
8300 Travel & meetings expenses		
8340 International travel expense		8,769.46

Total 8300 Travel & meetings expenses	$	0.00	$	8,769.46
8350 DI Globals Tournament				9,350.55
8351 Di Globals Air tickets				2,679.44
Total 8350 DI Globals Tournament	$	0.00	$	12,029.99
8600 International food & lodging				58.28
8700 Insurance - non-employee				300.00
8800 Insurance - BOD				744.00
8900 Membership dues - organization				240.00
Total Expenses	$	1,174.44	$	59,849.34
Net Operating Income	-$	1,155.40	-$	3,785.36
Net Income	-$	1,155.40	-$	3,785.36

Wednesday, Oct 30, 2019 09:24:02 AM GMT-7

EXTENDED TO NOVEMBER 15, 2019

Form **990-EZ**

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990EZ for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

OMB No. 1545-1150

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning and ending

B Check if applicable: [ ] Address change [ ] Name change [ ] Initial return [ ] Final return/terminated [ ] Amended return [ ] Application pending

C Name of organization: INTERNATIONAL TALENT ACADEMY INC

Number and street (or P.O. box, if mail is not delivered to street address): 11398 REGENCY LANE — Room/suite

City or town, state or province, country, and ZIP or foreign postal code: CARMEL, IN 46033

D Employer identification number: 20-4369460

E Telephone number: 317-815-9381

F Group Exemption Number ▶

G Accounting Method: [X] Cash [ ] Accrual Other (specify) ▶

H Check ▶ [ ] if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: ▶ WWW.INTERNATIONALTALENTACADEMY.ORG

J Tax-exempt status (check only one) — [X] 501(c)(3) [ ] 501(c) ( ) ◀(insert no.) [ ] 4947(a)(1) or [ ] 527

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are $200,000 or more, or if total assets (Part II, column (B)) are $500,000 or more, file Form 990 instead of Form 990-EZ ▶ $ 48,225.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I [X]

Revenue	1	Contributions, gifts, grants, and similar amounts received		1	13,206.
	2	Program service revenue including government fees and contracts		2	35,007.
	3	Membership dues and assessments		3	
	4	Investment income SEE SCHEDULE O		4	12.
	5a	Gross amount from sale of assets other than inventory	5a		
	b	Less: cost or other basis and sales expenses	5b		
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)		5c	
	6	Gaming and fundraising events:			
	a	Gross income from gaming (attach Schedule G if greater than $15,000)	6a		
	b	Gross income from fundraising events (not including $ ____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000)	6b		
	c	Less: direct expenses from gaming and fundraising events	6c		
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)		6d	
	7a	Gross sales of inventory, less returns and allowances	7a		
	b	Less: cost of goods sold	7b		
	c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)		7c	
	8	Other revenue (describe in Schedule O)		8	
	9	**Total revenue.** Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶		9	48,225.
Expenses	10	Grants and similar amounts paid (list in Schedule O)		10	
	11	Benefits paid to or for members		11	
	12	Salaries, other compensation, and employee benefits		12	25,891.
	13	Professional fees and other payments to independent contractors		13	16,372.
	14	Occupancy, rent, utilities, and maintenance		14	1,590.
	15	Printing, publications, postage, and shipping		15	
	16	Other expenses (describe in Schedule O) SEE SCHEDULE O		16	3,087.
	17	**Total expenses.** Add lines 10 through 16 ▶		17	46,940.
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)		18	1,285.
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)		19	10,764.
	20	Other changes in net assets or fund balances (explain in Schedule O)		20	0.
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶		21	12,049.

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form **990-EZ** (2018)

832171 12-11-18

17551027 757887 99000.074504 2018.04030 INTERNATIONAL TALENT ACADEM 990005E1

FORM NP-20 LIST OF OFFICERS, DIRECTORS AND TRUSTEES STATEMENT 2

NAME AND ADDRESS	TITLE
TATYANA KOMAROVA 11398 REGENCY LANE CARMEL, IN 46033	EXECUTIVE DIRECTOR
ADA YEUNG 13922 SALMON DRIVE CARMEL, IN 46033	PRESIDENT
SHARON GANNON 3385 EDEN VILLAGE DRIVE CARMEL, IN 46033	VICE PRESIDENT
MEGHAN MARELLO 14725 DEERWOOD DRIVE CARMEL, IN 46033	TREASURER
ELISA LUCCHI-RIESTER 256 PAM ROAD INDIANAPOLIS, IN 46280	SECRETARY
LAUREL BROWN 10858 DIAMOND DRIVE CARMEL, IN 46032	BOARD MEMBER
IRINA HERSTEIN 604 HARBOURTOWN CT A NOBLESVILLE, IN 46062	BOARD MEMBER
HARRIS JONES 1057 TIMBER CREEK CARMEL, IN 46032	BOARD MEMBER

INTERNATIONAL TALENT ACADEMY

Performing & Liberal Arts School for Young Children

INTERNATIONAL TALENT ACADEMY

WHAT WE ARE

OUR VISION

To create an organization that shows parents and students alike the **VALUE** and **BENEFITS** of **LIBERAL & PERFORMING ARTS** education.

To maximize the **POTENTIAL** of young **CHILDREN** to build a new generation of **LEADERS, CREATORS, CONTRIBUTORS.**

OUR MISSION

To develop **confidence**, **creativity**, and **capabilities** in every child by **empowering** students to **discover** their unique talents & accelerate **cognitive development** through internationally inspired performing and liberal arts programs.

OUR EXPERTISE

1. **ITA as an Educator:** We provide children with knowledge and valuable skills to help them reach highest potential. We educate parents about the importance of early childhood education.

2. **ITA as an expert:** Our programs aim to stimulate early brain development, teach life skills and boost confidence and creativity.

3. **ITA as a developer:** We develop well-rounded personality with positive attitude & leadership skills that would make a meaningful impact for the community.

4. **ITA as an inspiration:** We inspire parents to spend quality time with kids, involve them in everyday family life, raise them as caring, responsible, capable, curious, self-motivated people.

5. **ITA as recourse:** We conduct research on child development & education topics to provide resources for effective parenting.

OUR VALUES

1. **Personal growth** - responsibility, life skills, communication, social skills.

2. **Leadership** - thoughts & actions within yourself as well as your community.

3. **Diversity** - of thought, programming, community, and culture.

4. **Exploration** - of abilities, talents & the world as a whole.

The year of 2018 was the year of research, re-evaluation, and revision of our mission and strategy. The main idea for this project was to expand our programs to a broader community and provide children and parents with essential tools, knowledge and practical 'real life' learning.

INTERNATIONAL TALENT ACADEMY

WHAT WE TEACH

Three C's of ITA:

Confidence
Creativity
Capabilities

While you're striving for your kids to get A's, we want C's!

Skills We Teach:

1. **Fundamentals**
   (Hard Skills, Cognitive Development, Capabilities)
2. **Critical Thinking**
   (Analytical, Problem Solving, Creativity, Life Skills)
3. **Collaboration**
   (Social, Leadership, Communication, Team-Building)

Music & Dance

Practice fine & gross motor skills, attention to detail & focus; learning singing, dancing, playing piano.

Theatre

Build confidence, creativity, and performance skills using the tools of an actor: body, voice and imagination.

Early Brain Development

Develop young minds, teaching life skills to prepare them for schooling through reading, writing, STEM.

Liberal Arts

Train communication, presentation, etiquette, problem solving, social, leadership, and life skills.

Summer camps

Explore new things, **discover** your talents, **develop** new skills, **get excited** for acting, singing, dancing, playing games, **make** new friends.

Research facts

Afterschool arts programs provide a space for young children to grow in their abilities & overall development

- **Music** encourages brain & language development, using rhyme and repetition to learn key concepts & concentration.
- **Drama** programs help children to grow in confidence, develop social, communication & presentation skills.
- **Dance** helps forming connections between the body & brain, increasing gross motor skills and coordination.
- **Liberal Arts** train in problem solving, social, leadership, communication and life skills.

INTERNATIONAL TALENT ACADEMY

2019 AT A GLANCE

95%

program offerings were maintained in 2019

365

students went through 30 different performing & liberal art programs at the Monon Community Center, camps, and in private piano studios which is **105 students MORE than last year!**

30

Kids were sponsored by ITA with Travel SCHOLARSHIPS:

1. **7** ITA participants represented Carmel at the District and International **Destination Imagination** competition in Kansas City in May.
2. **22** ITA and CK finalists represented Carmel & the USA at the **International camp in Russia**.

8

annual events were organized and executed for ITA students and community members: Holiday and Spring Musicals, Piano Recitals, Piano Competitions, Destination Imagination competition.

6

college organizations & business professionals nationwide collaborated with **ITA** to develop a new strategy & bring the organization to a new level.

400

volunteer hrs were completed in 2019 to help ITA on marketing, strategy, accounting, website, video productions, events and programs.

20

high school & college students were provided valuable teaching, event, and business experience through community service and internship programs.

INTERNATIONAL TALENT ACADEMY

2019 CITY IMPACT

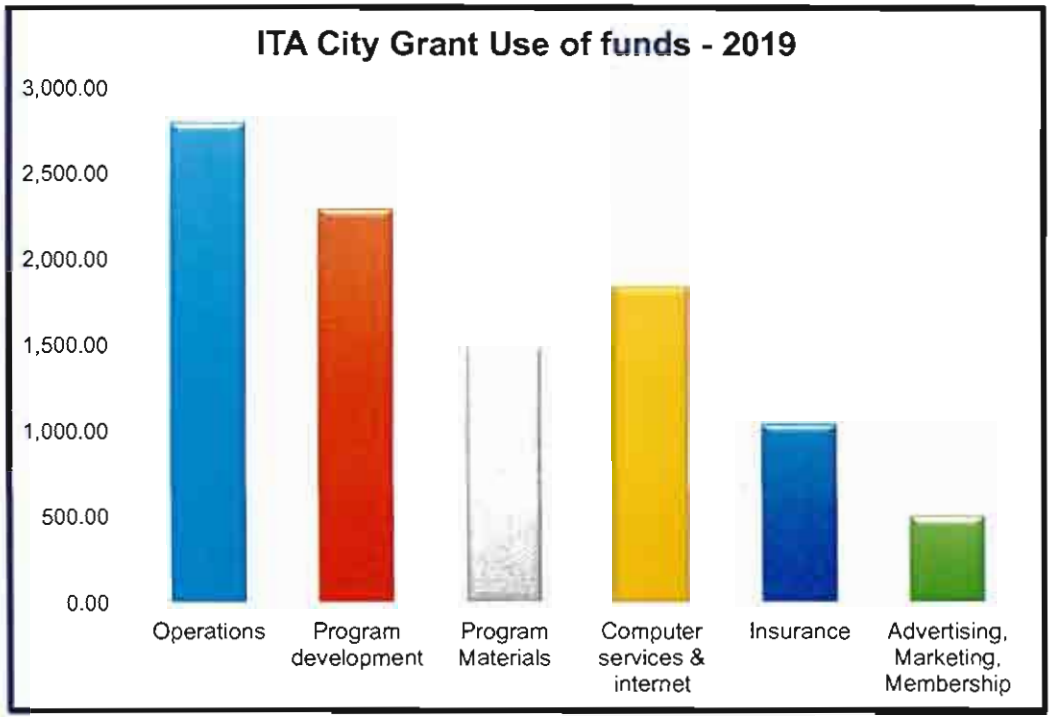
10% + 40% + 50% = 100%

ITA Financial Facts:

- **City grant covers 10%**
- **Class tuition covers 40% of our expenses**
- **Donations & volunteers cover 50%.**

City of Carmel Arts grant plays a significant role in the ITA's operations and programs development. To keep our prices affordable for families, we heavily rely on the financial support from the city and the community.

Thank you!



INTERNATIONAL TALENT ACADEMY

Global Events: Destination Imagination

7

7 smart and talented kids from ITA's team participated in the Destination Imagination Glocal program that includes: STEM, research, creative writing, performing arts, logical thinking, team-work, leadership, organization, problem solving skills.

3

ITA's DI team was one of only 3 teams that represented Carmel in 2019 tournaments (compare to 200 teams from Fishers and other cities).

400

400 research, writing, creating, and rehearsing **HOURS** were spent to prepare for the Reginal and Global tournaments!

100

Instant Challenge problems were solved during the training and competition times!

$10,000

ITA secured $10,000 in sponsorships to cover team's uniform, materials, and travel expenses to the Kansas City for the International Tournament in May 2019.

700

700 combined volunteer hrs were completed in 2019 to train and prepare ITA's team to compete in 2 Regional tournaments and to GET QUALIFIED for the opportunity to compete in the Global Tournament! It was a big accomplishment of our team!

INTERNATIONAL TALENT ACADEMY

International Events: Artek Camp

$26,400

ITA was able to secure $26,400 in International camp SCHOLARSHIPS to provide educational travel opportunity to ITA students and the Carmel Klavier National and Global piano competition finalists.

22

12 ITA and **10** Carmel Klavier finalists represented the CITY of CARMEL and the USA at the International Festival "Earth is Our Home" in Russia, in July 2019.

76

Countries were represented at the International festival, including participants from all 6 continents: Europe, Asia, Australia, North America, South America, Africa.

500

Teaching & volunteer hrs were completed on the trip preparation, presentation, piano concert, document translations, rehearsals.

60

Our kids participated in more than 60 small and big events, workshops, and activities during the 3-week camp.

300

300 American souvenirs were giving out during the big National Delegations Day and even more friendships were made during the whole session!

INTERNATIONAL
TALENT ACADEMY

NEW PROJECT:
Carmel Rising Star Competition

MISSION

To educate families and the community about the value and benefits of music, motivate young children to discover and develop their special talents, so they can empower themselves to develop confidence, self-discipline, creativity and capabilities they can use further in life.

MAIN GOAL

Give competition opportunities to local young artists at the beginning of their music career.

AGE GROUPS

Pre-Elementary (Ages 5-6) OR 1-2 years of music study
Elementary A (Ages 7-8) OR 1-2 years of music study
Elementary B (Ages 9-10) OR 2-3 years of music study
Intermediate A (Ages 11-12) OR 3-4 years of music study
Intermediate B (Ages 13-15) OR 5-6 years of music study

CATEGORIES

Piano Solo
Piano Duet
Piano Ensemble

Vocal Solo
Vocal Duet
Vocal Ensemble

INTERNATIONAL TALENT ACADEMY

ITA'S 13-YEAR COMMUNITY IMPACT

Since the International Talent Academy's founding, it has been committed to **developing future leaders**.

30 annual programs

We provide **30 high level performing & liberal arts** to help young children learn and grow.

4,325 students

5,600 parents

3,960 students & 5,000 parents benefited from our programs in the past 12 years.

$100,750 in scholarships

ITA awarded **$64,350** in scholarships for young children in the Indianapolis area.

20+ community partners

ITA collaborated with **20** college organizations, businesses, international organizations, and professionals nationwide for business, research, cultural and educational projects.

55 projects

50 research & development and business **projects** with **6000+ volunteer hrs** were completed to help ITA improve on marketing, strategy, and educational programs.

6200 + volunteer hrs

155+ internships

ITA continuously working with high school & college students to provide teaching & business experience & raise a new generation of educators and non profit professionals.

We need **your help** and support to continue providing these benefits to our community.

INTERNATIONAL TALENT ACADEMY

OUR GOALS 2020

Program Development	• Plan and launch new 'CARMEL ARTS RISING STAR' COMPETITION for young children. • Continue developing new programs for older children aiming in social and personal development. • Develop & offer new summer camp programs for children at the Monon Center. • Expand course offerings by purchasing additional program materials. • Offer early brain development workshops for parents. • Continue conducting program evaluations for students and parents. • Collaborate with local and national professionals on conducting brain & social development research.
Staff & Board Development	• Continue providing the best practices for the staff training. • Hire new teachers, a Marketing Assistant and a Grant Writer. • Continue offering an internship program for local students. • Continue improving on the training program for new teachers and administration. • Recruit additional board members and volunteers. • Establish new connections with local businesses and schools.
Organization Development	• Continue seeking community support to fund ITA programs' expansion. • Collaborate with business professionals to improve new marketing and financial strategies for ITA. • Maintain ITA's new website to improve marketing and visibility. • Increase public awareness of the ITA's new mission. • Explore additional sponsors and grant opportunities. • Organize additional events for ITA parents to establish closer connections and gain support.
Community Collaboration & Contribution	• Collaborate with local professionals to organize and execute the new "Carmel Arts Rising Star" music competition • Collaborate with local and national professionals to provide probono services to ITA. • Continue providing performance opportunities for beginning to advanced students. • Continue providing free workshops & scholarships for students from underprivileged families. • Participate in the Carmel community and Arts and Design District events. • Support fundraising events at local schools and non-profit organizations. • Continue establishing connections with other educational organizations nationally and internationally.
International Programs	• Play an active role in planning & organizing **Carmel Klavier International Piano competition - 2020** • Provide SCHOLARSHIPS to ITA and CK finalists to the **International Festival "World Is Our Home", Russia in 2021.** ➢ *ITA will plan, organize, and execute the International trip in July 2021 where ITA and CK participants will represent the City of Carmel and the USA at the International Children's Center "ARTEK" (the World's largest center for talented youth) among kids from 75+ countries.*

INTERNATIONAL TALENT ACADEMY

WHY ITA IS UNIQUE

Growing young minds, developing big talents!

No Audition Policy

We provide opportunities to every child who dreams to be on stage and guide them through the process to be successful at their very first time performing.

Early Brain Development

We designed comprehensive "Toddler Fundamentals' and "Train the Brain" programs to teach early reading, writing, logic, language enrichment, social skills, for children ages 2-5.

Individualized program

We design our programs around each child's abilities to boost their confidence, creative skills and work on particular needs of each child.

Learning Through Play

We teach through fun educational games aimed to develop confidence, memory, voice, movement, concentration, discipline, life skills.

Parent Involvement

We believe that educating parents is one of the most important missions of ITA. Parents of our students are dedicated, caring, and involved in the learning process with their children!

Community Involvement/Benefits to students

- Students perform at community events.
- Board & staff contribute many volunteer hrs towards children's programs & events.
- Scholarship Program supports students to receive performing arts education.
- Internship program provides valuable teaching & business experience to high school/college students.

International Projects

ITA is a partner of the Carmel Klavier International Piano competition.
ITA plays a big part in planning, organizing and executing CK in Carmel. ITA has sponsored 10 International camp awards to the CK finalists. This group represented CK in 2019 Children's International Arts Festival in Russia.

International Festival & Assembly "Earth Is Our Home", Russia.
Every 2 years, ITA takes USA team to represent the City of Carmel and the USA at the International Children's Center "ARTEK" – the World's biggest center for talented youth. 3500 participants from 76 countries (USA, Russia, Europe, South America, Middle East, and Africa) are a part of this unique cultural 3-week event.

INTERNATIONAL TALENT ACADEMY

TESTIMONIALS

I want to share the great progress with you and also thank you for being part of Prudence's healthy and happy growth as you have taught her and guided through her early learning! She is doing so well at school and at home - most importantly, she is super happy!
I now can comfortably say that she is a fast learner who is full of curiosity with very long attention spans. She now thinks Math is easy and she has recently started to enjoy spelling words as she realizes she can put the words she knows together to make "stories"! Her new hobby now is to write lots of simple sentences, cut them out by scissors, and then tap them on the wall. Learning is fun for her and I will continue to support that!

Ada Yeung (mother of Prudence (8). ITA student since 2015)

My three children have participated in programs at ITA for the last 4 years. The programs are challenging and the teachers are very supportive making for a wonderful environment for children to surpass their own expectations. My two older children have taken private piano and music theory from Mrs.Tatyana and I have been so impressed with their performance progress and music theory & history knowledge. They are performing at a higher level than many of their peers due to the programing at ITA. My youngest has participated in music, reading Toddler Fundamentals and I have always been very happy with the classroom content and how much fun my daughter had learning her letters, numbers, early music concepts and manners. We also have participated in musical theatre & etiquette classes which are unique and very important! My husband and I contribute personally to support the wonderful and unique programming provided at ITA and will continue to do so. Our children have broadened their minds, met knew international friends, learned discipline & appropriate behavior, improved confidence and stage presence & have incredible music knowledge all while having lots of fun!

Katherine Nagy (mother of 3 kids, 10, 9, 4 years old. ITA students since since 2016)

Besides being introduced to the gift of music, MS Tatyana has inspired my boys to work hard and practice. She has been able to instill in them the importance of daily practice in their quest to learn to play songs on the piano. It is a process for sure! Her motto, "Hard work beats talent when talent doesn't work hard" are words to live by. If they learn nothing else, let that lesson lead them through life. Ms. Komarova's determination and dedication to the education of music is inspiring in itself. How she is able to motivate my sons is near a miracle and quite inspiring to watch!

Christina Salerno (mother of Alessandro (6), Leonardo (5)

THANK YOU, SPONSORS & PARTNERS!

Piano Solutions
www.pianosolutions.net

City of Carmel
A Partnership for Tomorrow
Indiana

Carmel • Clay
Parks & Recreation

TAPROOT

Carmel Klavier
International Piano Competition for Young Artists

180Degrees
Consulting

APTEK

Roche
Diagnostics

Adlg
marketing

Mastin creative
We Make Videos People Love to Watch

Rotary Club

Carmel Indiana

DriverReach
HIRE · BETTER · FASTER

amazonsmile
You shop. Amazon gives.

Estroso Designs
Experience Your Sparkle

Indy's Child

CURRENT
Carmel · Fishers · Geist · Noblesville · Westfield · Zionsville

CONTACT US

INTERNATIONAL TALENT ACADEMY

Tatyana Komarova
Executive Director

(317) 815 - 9381

tatyana@internationaltalentacademy.org

www.internationaltalentacademy.org

facebook.com/internationaltalentacademy/

https://www.instagram.com/internationaltalentacademy/

RESOLUTION NO. BPW 01-22-20-23

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Janus Developmental Services, Inc. (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Christina Sorensen, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 10,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Janus Developmental Services, Inc.("Grantee")

By: Christina Sorensen (Signature)

Printed Name of Officer: **Christina Sorensen** Title: **President and CEO**

Date: 11/14/19

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Janus Developmental Services, Inc.
Address: 1555 Westfield Road
Noblesville, IN 46062
Telephone: (317) 773-8781 Fax: (317) 773-8798
Contact Person: Joanne McDonough
Email: jmcdonough@janus-inc.org
APPLICATION AMOUNT: $25,000.00

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Imagine a world where you are unable to communicate in a way that others can understand. A world that you want to contribute to, but your limitations make it difficult to do so. A world where you want more than anything to have a job, but have difficulty finding meaningful employment. This is a world that people with disabilities often experience when they do not have the programs, services and supports available to assist them to achieve their dreams. For 40 years, Janus has been committed to providing individuals with disabilities the opportunity to participate and contribute within the community.

Janus respectfully requests grant funding of $25,000 to continue to address and enhance the rapid growth of its very successful Hidden Talents and Canvas Art programs. By providing these program opportunities, we are witnessing the many benefits and life changing impacts that these programs provide to our participants as they continue to develop their creative talents and craft artwork to share with the community. If awarded, the funding will be used to purchase needed art supplies, art studio equipment, provide art instruction, fund staff salaries and financially assist with the expenses associated with increased opportunities to create, display and sell the finished artwork. Funding would enable us to expand the programs and allow us to introduce new creative art projects in addition to the hand-painted gourd birdhouses, holiday ornaments, hand-crafted walking sticks, original art canvasses, figurines, artistic note cards and garden art that we currently create. The Janus artists are very passionate about their art and welcome the opportunity to continue to share their talents and creativity with the community by displaying and selling the artwork that they create.

The individuals who participate in the Janus programs have a variety of diagnoses including Down Syndrome, autism, cerebral palsy, traumatic brain injury, seizure disorder, physical impairments, sensory concerns, intellectual challenges and

developmental disabilities. Each person participating in the art programs has unique abilities and talents. Our artists take great pride in their work and enjoy creating art. The hand-painted gourd birdhouses have quickly become a "signature" artwork item and are very popular gifts. The art programs provide opportunities for these artists to earn a paycheck as they learn new artistic techniques and develop their creative talents. Not only do the art programs produce beautiful and unique art, they also provide a meaningful and productive day for many people.

Living with a disability has a big impact on self-esteem and can limit what a person perceives as his or her abilities. There are many benefits to participating in an adaptive creative art program for people living with disabilities:

- **Being able to see a completed work of art is very powerful as it enables individuals with special needs to focus on their unique abilities not on their disabilities.**
- **For a person with cognitive challenges who cannot communicate effectively through words, art is a creative outlet for expression and communication. Painting an art canvas with rich vibrant colors may say more than a verbal sentence ever could.**
- **Participating in the arts can improve impulsivity control and enhance critical thinking.**
- **Physically, art can reduce anxiety and stress and lower pain levels, depression and fatigue in individuals.**
- **Being able to share creations with others who appreciate the artwork is very definitely a confidence booster.**
- **Even people living with severe disabilities can, through their senses, experience the joys of art.**

Janus recognizes the importance of community collaboration and partners with many local businesses. Market District, Indiana State Park stores, Conner Prairie and other local businesses provide a way for the artists to display their art for sale in the community. Participating in local Farmers' Markets, craft, art and holiday shows also increase community awareness of the programs. Community members also have opportunities to purchase art at various events such as the monthly Janus Community Luncheons and our annual Janus Create, Connect and Commit event.

Thank you for this opportunity to submit a request to the City of Carmel for consideration for Arts Grant funding.

By: Christina Sorensen

Printed Name of Officer: Christina Sorensen

Title: President and CEO

Date: 11/14/19

(Additional pages may be added to Exhibit "A")

EXHIBIT B

JANUS ART PROGRAMS GRANT BUDGET

COMMISSIONED CANVAS ART

Art Supplies $3,000.00
canvasses, brushes, paints, adaptive supplies, art tables, seating.

Art Instruction $3,000.00

HIDDEN TALENTS

Staff support to accompany participants out in community to identify art products that are marketable and to provide instruction and assistance in the art classroom $6,400.00

Travel $500.00

Equipment for program $3,100.00
Displays, storage, adaptive equipment, art tables, chairs, art bins, art show necessities.

Supplies $7,500.00

Wood, fleece, burlap, ribbon, paints, finishes, brushes, sponges, gourds, birdhouse supplies

Booth Space rental $500.00

Art and craft fair fees $500.00

Art cards costs (note/ holiday) $500.00

Total: $25,000

Janus Developmental Services, Inc.
Profit & Loss Budget Overview
January through December 2019

3:15 PM
01/28/2019
Accrual Basis

	TOTAL
	Jan - Dec 19
Ordinary Income/Expense	
Income	
4000 · Government Funding - Federal	
4010 · Federal FTA 5311	707,416.00
Total 4000 · Government Funding - Federal	707,416.00
4100 · Government Funding - State	
4110 · PMTF Allocation	245,956.00
4130 · Medicaid Waiver	823,816.00
4140 · DDRS State Line	23,700.00
4150 · Vocational Rehab	93,000.00
Total 4100 · Government Funding - State	1,186,472.00
4200 · Government Funding - Local	
4210 · Hamilton County	1,111,095.00
4220 · Tipton County	16,000.00
4250 · Townships	38,500.00
Total 4200 · Government Funding - Local	1,165,595.00
4300 · Group Homes & Private Pay	
4310 · Group Homes	141,504.00
4350 · Private Pay	20,964.00
Total 4300 · Group Homes & Private Pay	162,468.00
4500 · Client Work Programs	
4510 · Contract Manufacturing	122,772.00
4520 · GBC Sales	39,700.00
4530 · Hidden Talents Sales	12,000.00
4540 · Doorways Project Sales	2,400.00
4550 · Cafe - GBC	2,200.00
4560 · Vending Machine Sales-In-houee	7,500.00
4570 · Cafe - Courthouse Sales	46,416.00
Total 4500 · Client Work Programs	232,988.00
4600 · Service Revenue	
4610 · Fares & Passes	148,000.00
4650 · Janus Transportation	374,022.75
Total 4600 · Service Revenue	522,022.75
4800 · Fundraising Income	
4810 · Donations/Contributions	45,000.00
4850 · The CCC Breakfast	110,000.00
4860 · Other Special Events	3,000.00
4870 · Giving Tuesday Donations	30,000.00
4890 · Private Grants	96,242.00
Totsl 4600 · Fundraising Income	284,242.00
4900 · Other Income	

	TOTAL
	Jan - Dec 19
4910 · Advertising Revenue	53,000.00
4930 · Space Leasing & Rent	21,577.00
4950 · Vehicle & Equipment Sales	20,000.00
4970 · Interest & Endowment Income	5,100.00
4990 · Other Miscellaneous Income	5,680.00
Total 4900 · Other Income	105,357.00
Total Income	4,366,560.75
Gross Profit	4,366,560.75
Expense	
5000 · Cost of Goods Sold - Labor	
5010 · Client Payroll - WE	54,264.00
5020 · Client Payroll - Cafe	15,252.00
5030 · Client Commissions- Doorways	1,524.00
5040 · Employer FICA - WE	4,152.00
5050 · Employer FICA - Cafe	1,164.00
5080 · Workers Comp - Client Payroll	996.00
5090 · Processing Client Payroll	4,968.00
Total 5000 · Cost of Goods Sold - Labor	82,320.00
5500 · Cost of Goods Sold - Materials	
5510 · Manufacturing Expenses	192.00
5530 · Hidden Talents Expenses	3,792.00
5540 · Commission Projects Materials	2,268.00
5550 · GBC Cafe' Expenses	1,700.00
5560 · In House Cafe Expenses	7,536.00
5570 · Courthouse Cafe Expenses	38,232.00
5590 · Shipping & Freight	1,980.00
Total 5500 · Cost of Goods Sold - Materials	55,700.00
6000 · Personnel Expenses	
6010 · Staff Salaries & Wages	2,483,838.00
6020 · Employer Payroll Taxes	192,201.00
6030 · Health, Dental & Life Insurance	419,746.00
6040 · Workers Comp Insurance	38,003.00
6050 · 401K Company Match	34,816.00
6070 · Unemployment	9,456.00
6080 · Fringe Benefits	10,564.00
Total 6000 · Personnel Expenses	3,188,624.00
6100 · Purchased Services	
6110 · IT & Software Services	35,020.00
6130 · Accounting Services	22,912.00
6150 · Legal Services	1,500.00
6170 · Payroll & Benefits Admin.	24,756.00
6180 · EE Screenings, Checks & Testing	9,276.00
6190 · Other Professional Services	5,352.00
6199 · Allocated Professional Services	2,292.00

	TOTAL
	Jan - Dec 19
Total 6100 · Purchased Services	101,110.00
6300 · Facility Expenses	
6310 · Utilities	3,744.00
6330 · Phones, Internet & Cable	35,934.00
6350 · Facility Repairs & Maintenance	40,176.00
6360 · Facility Purchases	1,848.00
6370 · Custodial Supplies & Services	4,260.00
6399 · Allocated Facility Expense	89,396.00
Total 6300 · Facility Expenses	175,358.00
6400 · Vehicles, Equipment & Supplies	
6410 · Gas & Oil	202,544.00
6420 · Vehicle Cleaning	19,384.00
6430 · Vehicle Repairs & Maintenance	35,806.00
6440 · Parts & Supplies	50,140.00
Total 6400 · Vehicles, Equipment & Supplies	307,874.00
6450 · Office & Program Supplies	
6460 · Furniture & Equipment Purchase	1,944.00
6470 · Equipment Repairs & Maintenance	33,894.00
6480 · Program Supplies	8,820.00
6485 · Client Purchases	48.00
6488 · Client Activities & Events	614.00
6490 · Office Supplies	4,148.00
6499 · Allocated Office Supplies	4,200.00
Total 6450 · Office & Program Supplies	53,668.00
6500 · Business Development	
6510 · Printing & Advertising	9,808.00
6530 · Fundraising Expense	20,974.00
6550 · Dues & Memberships	12,546.00
6560 · Community Mtgs/Networking	3,528.00
6570 · Conferences & Seminars	4,108.00
6590 · Publications & Subscriptions	250.00
6599 · Allocated Business Deviop. Exp.	13,200.00
Total 8500 · Business Development	84,414.00
6600 · Staff Travel, Meetings & Events	
6610 · Staff Travel	21,964.00
6650 · Meals & Entertainment	1,792.00
6660 · Staff Meetings & Workshop	2,372.00
6690 · Special Events & Recognition	5,748.00
Total 6600 · Staff Travel, Meetings & Events	31,878.00
6700 · Administrative Expenses	
6710 · Insurance	74,353.00
6730 · Taxes - UBIT	4,680.00
6750 · Interest & Fees	19,351.00
6770 · Postage & Shipping	2,328.00

	TOTAL
	Jan - Dec 19
9874 · Licenses and Permits	120.00
Total 6700 · Administrative Expenses	100,832.00
6735 · Property Tax Assessment	1,000.00
6800 · Grant Funded Purchases	87,242.00
6900 · Depreciation	269,814.00
Total Expense	4,519,832.00
Net Ordinary Income	-153,271.25
Other Income/Expense	
Other Income	
7500 · Capitsl Project Funds Received	194,000.00
Total Other Income	194,000.00
Net Other Income	194,000.00
Net Income	40,728.75

EXHIBIT C

SS-C-d2

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

To Whom These Presents Come, Greeting:

CERTIFICATE OF INCORPORATION

JANUS DEVELOPMENTAL SERVICES, INC.

EDWIN J SIMCOX

I, ~~XXXXXXXXXXXXXXXX~~ Secretary of State of the State of Indiana, hereby certify that Articles of Incorporation of the above not-for-profit corporation, in the form prescribed by this Office, prepared and signed in duplicate by the Incorporator(s) and acknowledged and verified by the same before a Notary Public, have been presented to me at this office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the duplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in this office; and that the remaining copy(ies) of such Articles bearing the endorsement of my approval and filing has (have) been returned by me to the incorporator(s) or his (their) representatives; all as prescribed by the Indiana Not-For-Profit Corporation Act of 1971.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existance has begun.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 4th *day of* April *19* 79

Edwin J. Simcox

~~XXXXXXXXXXXXXXXX~~ Secretary of State

By Patty Hodges

Deputy

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248344558
July 12, 2012 LTR 4168C E0
31-0963175 000000 00
00025858
BODC: TE

JANUS DEVELOPMENTAL SERVICES INC
1555 WESTFIELD RD
NOBLESVILLE IN 46062-6826

037829

Employer Identification Number: 31-0963175
Person to Contact: Mr. Burns
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your July 03, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in June 1981.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

EXHIBIT D

INTERNAL REVENUE SERVICE

District
Director

Department of the Treasury

P.O. Box 2508
Cincinnati, Ohio 45201

Date: FEB 0 3 1992

Janus Developmental Services, Inc.
501 S. 9th Street
Noblesville, IN 46060

Form:
990
Tax Year Ended:
June 30, 1990
Exemption under Section
501(c)(3) of the Internal Revenue
Code
Employer Identification Number:
31-0963175
Person to Contact:
David Zwickl
Contact Telephone Number:
317-226-7580

Dear Sir or Madam:

We have completed our examination for the above period(s) and will continue to recognize your organization as tax exempt.

There is no change in your liability for the unrelated business income tax under sections 511 through 515 of the Internal Revenue Code.

During the examination, we noted you did not file certain Forms 1099 as required by section 6041(a) of the Internal Revenue Code. You are liable for issuing Forms 1099 to recipients of prizes, awards, and/or fees of $600 or more during a calendar year. You are responsible for filing these forms in subsequent years if applicable.

Thank you for your cooperation.

Sincerely yours,

Don H. Williams
Acting District Director

cc: David R. Bastin, CPA
Bastin, Dorrell & Snyder
P.O. Box 250
Noblesville, IN 46060

EOL 110

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Christina Sorensen, an authorized representative of Janus Developmental Services, Inc. ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $4,160,740.36.

Christina Sorensen
Signature
Printed Name Christina Sorensen

Subscribed and sworn to before me, the undersigned Notary Public, this 13 day of November, 2019.

Krystle A Shelton
Signature - Notary Public

Printed Name Krystle A Shelton

Resident of Madison County, Indiana

My Commission Expires: Sept. 17, 2021

KRYSTLE A. SHELTON
[SEAL] Notary Public
State of Indiana
Commission No. 647574
My Commission Expires
September 17, 2021

Janus Developmental Services, Inc.

EXHIBIT E

Accrual Basis

Balance Sheet

As of August 31, 2019

	Aug 31, 19	Jul 31, 19	% Change
ASSETS			
Current Assets			
Checking/Savings			
1000 · KeyBank - General Checking	390,430.22	633,542.05	-38.37%
1010 · KeyBank - Restricted Checking	18,180.45	18,180.45	0.0%
1040 · First Internet Bank - 12 Mo CD	133,097.12	132,811.74	0.22%
1050 · First Internet Bank - 6 Mo CD	132,114.20	131,856.63	0.2%
1061 · For the Love of Janus Guild	1,049.70	1,049.70	0.0%
1080 · Cash On Hand - Cafe	280.00	280.00	0.0%
1085 · Cash On Hand - GBC	370.00	370.00	0.0%
1090 · Petty Cash & Gift Cards	50.00	50.00	0.0%
Total Checking/Savings	675,571.69	918,140.57	-26.42%
Accounts Receivable			
1200 · Accounts Receivable	74,101.17	141,502.00	-47.63%
1210 · Grants Receivable	583,666.32	504,218.66	15.76%
1220 · Pledges Receivable			
1225 · EE Pledge Receivable	475.00	574.50	-17.32%
1220 · Pledges Receivable - Other	4,347.92	4,482.63	-3.01%
Total 1220 · Pledges Receivable	4,822.92	5,057.13	-4.63%
Total Accounts Receivable	662,590.41	650,777.79	1.82%
Other Current Assets			
1100 · Undeposited Funds	0.00	97,358.10	-100.0%
1300 · Prepaid Expenses			
1330 · Prepaid Other	24,796.50	26,051.35	-4.82%
1350 · Prepaid Insurance	21,665.85	27,077.81	-19.99%
1360 · Prepaid EE Benefits			
1362 · Guardian	156.24	437.09	-64.26%
Total 1360 · Prepaid EE Benefits	156.24	437.09	-64.26%
Total 1300 · Prepaid Expenses	46,618.59	53,566.25	-12.97%
1400 · Inventory			
1430 · Consumables Inventory	711.80	711.80	0.0%
1470 · Cafe Inventory	3,663.98	3,037.27	20.63%
Total 1400 · Inventory	4,375.78	3,749.07	16.72%
Total Other Current Assets	50,994.37	154,673.42	-67.03%
Total Current Assets	1,389,156.47	1,723,591.78	-19.4%
Fixed Assets			
1500 · Fixed Assets			
1510 · Land	769,674.85	769,674.85	0.0%
1520 · Building	1,959,434.83	1,959,434.83	0.0%
1540 · Automotive Equipment	1,622,818.64	1,622,818.64	0.0%
1560 · Office & Other Equipment	380,669.93	380,669.93	0.0%
Total 1500 · Fixed Assets	4,732,598.25	4,732,598.25	0.0%
1600 · Accumulated Depreciation			
1620 · Acum Depr - Building	-1,035,096.04	-1,029,698.08	-0.52%
1640 · Acum Depr - Automotive Equip.	-734,775.69	-719,154.55	-2.17%
1660 · Acum Depr - Office/Other Equip.	-283,228.15	-280,571.57	-0.95%
Total 1600 · Accumulated Depreciation	-2,053,099.88	-2,029,424.20	-1.17%
Total Fixed Assets	2,679,498.37	2,703,174.05	-0.88%
TOTAL ASSETS	**4,068,654.84**	**4,426,765.83**	**-8.09%**

	Aug 31, 19	Jul 31, 19	% Change
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000 · Accounts Payable	39,942.14	230,566.78	-82.68%
Total Accounts Payable	39,942.14	230,566.78	-82.68%
Credit Cards			
2110 · KeyBank Credit Cards			
2116 · Key Bank - 1419	946.96	807.56	17.26%
2117 · Key Bank - 1899	311.08	50.00	522.16%
2119 · Key Bank - 6993	0.00	378.13	-100.0%
2121 · Key Bank - 1252	70.75	10.70	561.22%
2122 · Key Bank - 4857	0.00	153.74	-100.0%
2124 · Key Bank - 0374	97.84	52.90	84.95%
Total 2110 · KeyBank Credit Cards	1,426.63	1,453.03	-1.82%
Total Credit Cards	1,426.63	1,453.03	-1.82%
Other Current Liabilities			
2200 · Payroll Liabilities			
2210 · Salaries & Wages Payable	47,227.00	122,220.00	-61.36%
2220 · Payroll Taxes Payable	3,613.00	9,349.00	-61.35%
2230 · Insurance Payable			
2233 · EE Deduct - AFLAC	-540.69	-745.35	27.46%
Total 2230 · Insurance Payable	-540.69	-745.35	27.46%
2280 · Accrued Vacation	32,693.79	32,693.79	0.0%
2290 · Donated Vacation Time Fund	4,927.83	4,927.83	0.0%
Total 2200 · Payroll Liabilities	87,920.93	168,445.27	-47.8%
2300 · Deferred Income			
2310 · Foundation Grants	24,296.62	24,622.44	-1.32%
2315 · Government	31,323.46	34,990.16	-10.48%
Total 2300 · Deferred Income	55,620.08	59,612.60	-6.7%
2350 · Security Deposits	454.22	454.22	0.0%
2370 · Lunch Accounts	1,775.55	1,775.55	0.0%
2410 · Accrued Interest Payable	894.70	12,664.92	-92.94%
Total Other Current Liabilities	146,665.48	242,952.56	-39.63%
Total Current Liabilities	188,034.25	474,972.37	-60.41%
Long Term Liabilities			
2600 · Long Term Loans Payable	263,524.85	310,859.93	-15.23%
Total Long Term Liabilities	263,524.85	310,859.93	-15.23%
Total Liabilities	451,559.10	785,832.30	-42.54%
Equity			
3000 · Unrestricted Net Assets	3,470,043.90	3,470,043.90	0.0%
Net Income	147,051.84	170,889.63	-13.95%
Total Equity	3,617,095.74	3,640,933.53	-0.66%
TOTAL LIABILITIES & EQUITY	4,068,654.84	4,426,765.83	-8.09%

EXHIBIT E

Janus Developmental Services, Inc.

Accrual Basis

Profit & Loss Budget Performance

August 2019

	Aug 19	Budget	Jan - Aug 19	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
4000 · Government Funding - Federal					
4010 · Federal FTA 5311	58,951.33	58,951.00	485,816.66	471,608.00	707,416.00
Total 4000 · Government Funding - Federal	58,951.33	58,951.00	485,816.66	471,608.00	707,416.00
4100 · Government Funding - State					
4110 · PMTF Allocation	20,498.33	20,496.00	163,970.66	163,968.00	245,956.00
4130 · Medicaid Waiver	76,801.74	68,285.00	548,808.26	546,268.00	791,437.00
4140 · DDRS State Line	1,801.31	2,046.00	16,258.06	16,370.00	24,554.00
4150 · Vocational Rehab	2,205.00	4,657.00	35,401.05	37,466.00	56,096.00
Total 4100 · Government Funding - State	101,304.38	95,484.00	764,438.03	764,072.00	1,118,043.00
4200 · Government Funding - Local					
4210 · Hamilton County	92,591.25	92,592.00	740,730.00	740,727.00	1,111,095.00
4220 · Tipton County	1,333.37	1,333.00	10,666.96	10,664.00	16,000.00
4250 · Townships	2,333.33	3,208.00	20,666.64	25,664.00	38,500.00
Total 4200 · Government Funding - Local	96,257.95	97,133.00	772,063.60	777,055.00	1,165,595.00
4300 · Group Homes & Private Pay					
4310 · Group Homes	12,341.68	11,794.00	95,422.82	94,360.00	141,536.00
4350 · Private Pay	1,308.29	1,772.00	13,551.73	14,179.00	21,267.00
Total 4300 · Group Homes & Private Pay	13,649.97	13,566.00	108,974.55	108,539.00	162,803.00
4500 · Client Work Programs					
4510 · Contract Manufacturing	12,738.66	7,866.00	66,393.00	62,929.00	94,393.00
4520 · GBC Sales	4,250.00	6,700.00	29,399.68	35,600.00	39,700.00
4530 · Hidden Talents Sales	898.50	1,000.00	6,744.50	8,000.00	12,000.00
4540 · Doorways Project Sales	0.00	200.00	788.50	1,600.00	2,400.00
4550 · Cafe - GBC	153.25	200.00	979.50	1,028.00	1,146.00
4560 · Vending Machine Sales-In-house	553.00	493.00	4,169.00	3,944.00	5,912.00
4570 · Cafe - Courthouse Sales	4,149.73	3,651.00	29,731.00	29,208.00	43,809.00
Total 4500 · Client Work Programs	22,743.14	20,110.00	138,205.18	142,309.00	199,360.00
4600 · Service Revenue					
4610 · Fares & Passes	11,562.00	10,614.00	86,493.00	64,921.00	127,377.00
4630 · Shepherd's Center Fares	310.00	595.00	4,445.00	4,760.00	7,140.00
4650 · Janus Transportation	31,168.56	31,168.56	249,348.48	249,348.48	374,022.75
Total 4600 · Service Revenue	43,040.56	42,377.56	340,286.48	339,029.48	508,539.75
4800 · Fundraising Income					
4810 · Donations/Contributions	1,123.51	3,750.00	9,560.67	30,250.00	45,250.00
4850 · The CCC Breakfast	90.00	0.00	135,270.61	133,980.61	133,980.61
4660 · Other Special Events	0.00	0.00	0.00	0.00	3,000.00
4870 · Giving Tuesday Donations	0.00	0.00	0.00	0.00	30,000.00
4890 · Private Grants	325.82	4,101.00	22,241.49	33,418.90	58,826.90
Total 4800 · Fundraising Income	1,539.33	7,851.00	167,072.77	197,649.51	271,057.51
4900 · Other Income					
4910 · Advertising Revenue	812.50	5,460.00	35,694.39	43,678.00	65,518.00
4930 · Space Leasing & Rent	617.40	1,034.00	9,939.20	8,273.00	12,409.00
4950 · Vehicle & Equipment Sales	0.00	0.00	8,500.00	8,500.00	12,500.00
4970 · Interest & Endowment Income	542.95	513.00	4,147.45	4,106.00	6,158.00
4990 · Other Miscellaneous Income	123.64	564.00	3,306.66	4,661.90	6,917.90
Total 4900 · Other Income	2,096.49	7,571.00	61,587.70	69,218.90	103,502.90
Total Income	339,583.15	343,043.56	2,838,444.97	2,869,480.89	4,236,317.16
Gross Profit	339,583.15	343,043.56	2,838,444.97	2,869,480.89	4,236,317.16
Expense					
5000 · Cost of Goods Sold - Labor					
5010 · Client Payroll - WE	3,666.44	3,544.00	29,024.44	28,354.00	42,530.00
5020 · Client Payroll - Cafe	1,390.32	1,345.00	10,873.92	10,755.00	16,135.00
5030 · Client Commiesione- Doorways	248.70	120.00	657.30	960.00	1,440.00
5040 · Employer FICA - WE	313.52	319.00	2,595.03	2,550.00	3,826.00

	Aug 19	Budget	Jan - Aug 19	YTD Budget	Annual Budget
5050 · Employer FICA - Cafe	73.96	55.00	457.94	443.00	663.00
5080 · Workers Comp - Client Payroll	74.73	83.00	575.05	664.00	996.00
5090 · Processing Client Payroll	411.90	414.00	3,325.30	3,312.00	4,968.00
Total 5000 · Cost of Goods Sold - Labor	6,179.57	5,880.00	47,508.98	47,038.00	70,558.00
5500 · Cost of Goods Sold - Materials					
5510 · Manufacturing Expenses	71.85	183.00	2,983.62	1,463.00	2,195.00
5530 · Hidden Talents Expenses	62.90	257.00	1,652.74	2,057.00	3,085.00
5540 · Commission Projects Materials	23.98	67.00	171.09	532.00	800.00
5550 · GBC Cafe' Expanses	283.01	180.00	1,237.03	1,069.00	1,387.00
5560 · In House Cafe Expenaes	385.29	465.00	3,782.16	3,721.00	5,581.00
5570 · Courthouse Cafe Expenses	2,761.15	2,848.00	24,392.58	22,787.00	34,179.00
5580 · Cash Over & Short - Cafe	7.78		-20.53		
5590 · Shipping & Freight	0.00	77.00	150.17	612.00	920.00
Total 5500 · Cost of Goods Sold - Materials	3,595.96	4,077.00	34,348.86	32,241.00	48,147.00
6000 · Personnel Expenses					
6010 · Staff Salaries & Wages	207,829.30	197,266.00	1,572,969.05	1,563,522.00	2,311,640.00
6020 · Employer Payroll Taxes	14,493.28	14,342.00	113,009.01	113,610.00	168,132.00
6030 · Health, Dental & Life Insurance	27,490.22	34,742.00	288,320.82	277,929.00	414,081.00
6040 · Workers Comp Insurance	3,734.75	2,548.00	20,100.27	20,152.00	29,769.00
6050 · 401K Company Match	6,537.51	3,208.00	30,196.05	25,655.00	38,393.00
6070 · Unemployment	0.00	738.00	2,213.90	3,132.00	6,084.00
6080 · Fringe Benefits	811.13	850.00	6,674.19	6,800.00	10,200.00
Total 6000 · Personnel Expenses	260,896.19	253,692.00	2,033,483.29	2,010,800.00	2,978,299.00
6100 · Purchased Services					
6110 · IT & Software Services	4,803.00	4,393.00	33,371.04	35,139.00	62,211.00
6130 · Accounting Services	0.00	0.00	22,500.00	22,500.00	22,500.00
6150 · Legal Services	0.00	125.00	1,220.00	1,470.00	1,970.00
6170 · Payroll & Benefits Admin.	2,295.95	2,199.00	17,574.60	17,595.00	26,391.00
6180 · EE Screenings, Checks & Testing	927.25	601.00	4,574.75	4,881.00	7,285.00
6190 · Other Professional Services	917.78	1,392.00	4,375.38	9,935.00	15,503.00
6199 · Allocated Professional Services	385.84	319.00	2,235.28	2,552.00	3,828.00
Total 6100 · Purchased Services	9,329.82	9,029.00	85,851.05	94,072.00	139,688.00
6300 · Facility Expenses					
6310 · Utilities	269.14	343.00	2,656.91	2,676.00	4,050.00
6330 · Phones, Internet & Cable	3,156.79	2,997.00	23,109.56	23,974.00	35,759.00
6350 · Facility Repairs & Maintenance	2,795.43	3,414.00	18,741.22	26,670.00	40,326.00
6360 · Facility Purchases	0.00	154.00	0.00	506.00	1,122.00
6370 · Custodial Supplies & Services	261.76	364.00	1,938.06	1,993.00	3,449.00
6399 · Allocated Facility Expense	5,852.17	7,450.00	54,882.96	59,600.00	89,396.00
Total 6300 · Facility Expenses	12,335.29	14,722.00	101,328.71	115,421.00	174,102.00
6400 · Vehicles, Equipment & Supplies					
6410 · Gas & Oil	19,698.90	16,699.00	141,847.12	133,538.00	200,284.00
6415 · Shepherd's Centsr Gas Expense	35.44	135.00	429.43	860.00	1,400.00
6420 · Vehicle Cleaning	2,292.45	1,589.00	11,144.81	12,720.00	19,076.00
6430 · Vehicle Repairs & Maintenance	3,459.45	2,867.00	18,173.28	22,376.00	33,844.00
6440 · Parts & Supplies	3,962.73	3,952.00	28,866.27	31,503.00	47,311.00
Total 6400 · Vehicles, Equipment & Supplies	29,448.97	25,242.00	200,460.91	200,997.00	301,915.00
6450 · Office & Program Supplies					
6460 · Furniture & Equipment Purchase	219.00	162.00	219.00	624.00	1,272.00
6470 · Equipment Repairs & Maintenance	2,851.34	3,135.50	23,915.46	24,510.00	37,052.00
6480 · Program Supplies	214.16	679.00	2,401.69	4,348.00	6,712.00
6488 · Client Activities & Events	0.00	51.00	0.00	230.00	434.00
6490 · Office Supplies	60.99	575.00	3,959.25	4,580.00	6,852.00
6499 · Allocated Office Supplies	1,485.99	834.00	7,665.91	6,660.00	9,996.00
Total 6450 · Office & Program Supplies	4,831.48	5,436.50	38,161.31	40,952.00	62,318.00
6500 · Business Development					
6510 · Printing & Advertising	695.37	622.50	2,537.64	3,337.00	5,823.00
6530 · Fundraising Expense	228.85	1,748.00	17,611.25	13,964.00	20,974.00
6550 · Dues & Memberships	839.32	1,045.00	8,463.56	8,366.00	12,546.00
6560 · Community Mtgs/Networking	377.64	294.00	1,752.07	2,352.00	3,528.00

	Aug 19	Budget	Jan - Aug 19	YTD Budget	Annual Budget
6570 · Conferences & Seminars	356.00	374.00	2,604.00	2,782.00	4,276.00
6590 · Publications & Subscriptions	0.00	21.00	5.00	168.00	250.00
6599 · Allocated Business Devlop. Exp.	889.00	1,098.00	5,730.50	8,784.00	13,176.00
Total 6500 · Business Development	3,386.18	5,202.50	38,704.02	39,773.00	60,573.00
6600 · Staff Travel, Meetings & Events					
6610 · Staff Travel	513.55	1,040.00	7,062.04	8,014.00	10,473.00
6650 · Meals & Entertainment	193.78	152.00	419.79	848.00	1,438.00
6660 · Staff Meetings & Workshop	188.60	191.00	1,310.68	1,392.00	2,136.00
6690 · Special Events & Recognition	792.85	479.00	2,212.46	3,832.00	5,748.00
Total 6600 · Staff Travel, Meetings & Events	1,688.78	1,862.00	11,004.97	14,086.00	19,795.00
6700 · Administrative Expenses					
6710 · Insurance	6,643.96	6,785.00	54,885.68	54,287.00	80,467.00
6730 · Taxes - UBIT	-3.00	0.00	4,291.00	3,500.00	7,000.00
6750 · Interest & Fees	1,052.24	1,644.00	10,316.12	13,057.00	19,537.00
6770 · Postage & Shipping	34.00	161.00	967.33	1,221.00	1,855.00
9874 · Licenses and Permits	0.00	0.00	0.00	120.00	120.00
Total 6700 · Administrative Expenses	7,727.20	8,590.00	70,460.13	72,185.00	108,979.00
6735 · Property Tax Assessment	0.00	0.00	215.55	216.00	432.00
6800 · Grant Funded Purchases	325.82	4,101.00	22,247.98	33,418.90	49,826.90
6900 · Depreciation	23,675.68	23,397.00	186,903.37	187,187.00	280,775.00
Total Expense	363,420.94	361,231.00	2,670,679.13	2,888,386.90	4,295,407.90
Net Ordinary Income	-23,837.79	-18,187.44	-32,234.16	-18,906.01	-59,090.74
Other Income/Expense					
Other Income					
7500 · Capital Project Funds Received	0.00	0.00	179,286.00	179,286.00	179,286.00
Total Other Income	0.00	0.00	179,286.00	179,286.00	179,286.00
Net Other Income	0.00	0.00	179,286.00	179,286.00	179,286.00
Net Income	**-23,837.79**	**-18,187.44**	**147,051.84**	**160,379.99**	**120,195.26**

EXHIBIT E

Extended to November 15, 2019

Form **990-T**

Exempt Organization Business Income Tax Return

(and proxy tax under section 6033(e))

For calendar year 2018 or other tax year beginning _____, and ending _____.

▶ Go to www.irs.gov/Form990T for instructions and the latest information.

▶ Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

Department of the Treasury
Internal Revenue Service

OMB No. 1545-0687

2018

Open to Public Inspection for 501(c)(3) Organizations Only

A [ ] Check box if address changed

B Exempt under section
[X] 501(c)(3)
[ ] 408(e) [ ] 220(e)
[ ] 408A [ ] 530(a)
[ ] 529(a)

C Book value of all assets at end of year 3,468,190.

Print or Type

Name of organization ([ ] Check box if name changed and see instructions.)
Janus Developmental Services

Number, street, and room or suite no. If a P.O. box, see instructions.
1555 Westfield Rd.

City or town, state or province, country, and ZIP or foreign postal code
Noblesville, IN 46062

D Employer identification number (Employees' trust, see instructions.)
31-0963175

E Unrelated business activity code (See instructions.)
519100

F Group exemption number (See instructions.) ▶

G Check organization type ▶ [X] 501(c) corporation [ ] 501(c) trust [ ] 401(a) trust [ ] Other trust

H Enter the number of the organization's unrelated trades or businesses. ▶ 1 Describe the only (or first) unrelated trade or business here ▶ Advertising. If only one, complete Parts I-V. If more than one, describe the first in the blank space at the end of the previous sentence, complete Parts I and II, complete a Schedule M for each additional trade or business, then complete Parts III-V.

I During the tax year, was the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? ▶ [ ] Yes [X] No
If "Yes," enter the name and identifying number of the parent corporation. ▶

J The books are in care of ▶ Kim Loeffler Telephone number ▶ 317-773-8781

Part I Unrelated Trade or Business Income

			(A) Income	(B) Expenses	(C) Net
1a	Gross receipts or sales				
b	Less returns and allowances c Balance ▶	1c			
2	Cost of goods sold (Schedule A, line 7)	2			
3	Gross profit. Subtract line 2 from line 1c	3			
4a	Capital gain net income (attach Schedule D)	4a			
b	Net gain (loss) (Form 4797, Part II, line 17) (attach Form 4797)	4b			
c	Capital loss deduction for trusts	4c			
5	Income (loss) from a partnership or an S corporation (attach statement)	5			
6	Rent income (Schedule C)	6			
7	Unrelated debt-financed income (Schedule E)	7			
8	Interest, annuities, royalties, and rents from a controlled organization (Schedule F)	8			
9	Investment income of a section 501(c)(7), (9), or (17) organization (Schedule G)	9			
10	Exploited exempt activity income (Schedule I)	10			
11	Advertising income (Schedule J)	11			
12	Other income (See instructions; attach schedule) Statement 1	12	59,992.		59,992.
13	**Total.** Combine lines 3 through 12	13	59,992.		59,992.

Part II Deductions Not Taken Elsewhere (See instructions for limitations on deductions.)

(Except for contributions, deductions must be directly connected with the unrelated business income.)

14	Compensation of officers, directors, and trustees (Schedule K)			14	
15	Salaries and wages			15	
16	Repairs and maintenance			16	
17	Bad debts			17	
18	Interest (attach schedule) (see instructions)			18	
19	Taxes and licenses			19	
20	Charitable contributions (See instructions for limitation rules)			20	
21	Depreciation (attach Form 4562)	21			
22	Less depreciation claimed on Schedule A and elsewhere on return	22a		22b	
23	Depletion			23	
24	Contributions to deferred compensation plans			24	
25	Employee benefit programs			25	
26	Excess exempt expenses (Schedule I)			26	
27	Excess readership costs (Schedule J)			27	
28	Other deductions (attach schedule) See Statement 2			28	33,743.
29	**Total deductions.** Add lines 14 through 28			29	33,743.
30	Unrelated business taxable income before net operating loss deduction. Subtract line 29 from line 13			30	26,249.
31	Deduction for net operating loss arising in tax years beginning on or after January 1, 2018 (see instructions)			31	
32	Unrelated business taxable income. Subtract line 31 from line 30			32	26,249.

EXHIBIT F

JANUS DEVELOPMENTAL SERVICES, INC.

BOARD MEMBER LIST AND PRINCIPAL STAFF

PRESIDENT/CEO:	Christina Sorensen
SENIOR VICE PRESIDENT OF DEVELOPMENT:	Debbie Laird
VICE PRESIDENT OF CLIENT SERVICES:	Tim White

BOARD OF DIRECTORS 2019-2020

CHAIR:	Matthew Snyder	DB Engineering, Clay Township Board
VICE CHAIR:	Mary Jane Coffing	Director, Roche Diagnostics
TREASURER:	Kevin Smith	Officer, First Merchants Bank

BOARD MEMBERS

Adam Aasen	Co-owner, Donatello's Italian Restaurant
Leigh Ann Clayton	VP, Union Savings Bank
Regina DelaRosa	Attorney
Michael Fogarty	Retired, City of Carmel Police Chief
Tony Murray	Noblesville Fire Department
Alex Pinegar	Partner, Church, Church, Hittle & Antrim
Chrissy Pogue	Transition Specialist, Special Education
Cindy Spoljaric	City of Westfield Council
Selina Stoller	City of Fishers Council/Parent
Mary Paris, Ex-Officio	Community Member, Philanthropist

EXHIBIT G

YEAR END REPORT FOR CARMEL ARTS GRANT 2019

The generous funding provided by the City of Carmel Arts Grant in the amount of $10,000 has enabled Janus artists to continue to explore their unique talents and create artwork to share with others in our community. The grant funds were used by the Hidden Talents and Canvas Art programs to purchase paints, brushes, assorted art supplies for canvas art, gourds for birdhouses, art tables and chairs, art canvasses and wood for holiday ornaments. In addition, funding helped provide art instruction and staff support which has had a positive impact on the artists as they continue to develop their creative talents and learn new techniques. Please see expenditure spreadsheet attached to this report.

Our hand-painted and creatively designed gourd birdhouses have long been one of Janus' signature art items and their popularity continues to grow. Our birdhouses continue to be displayed and sold in local businesses such as Market District, and State Park gift shops. Our holiday art items have become increasingly popular and are featured in holiday shows in the community. Some of our original creative art canvases have been reproduced as notecards and Christmas cards that are available for sale in the community. The proceeds from the sale of these boxed cards directly benefit Janus. Recently, one person purchased 47 boxes of Christmas cards!

The funding provided by the City of Carmel Arts grant to the Janus art programs has allowed our talented artists to continue to realize their hopes and dreams. The ability to be involved in the planning and design aspects of the various art projects and to have the art supplies needed to create the art continues to provide life-enhancing opportunities for our artists. Being able to share their art with the community as well as sell their art and take home a paycheck is a great source of pride for every artist. Through their art, the Janus artists reach out and touch their community as they build bridges to trust, respect and greater understanding. We would like to highlight a few of the Janus artists and share how the City of Carmel Arts Grant funding has positively impacted their lives.

Christy takes great joy in creating art canvasses to share with the community. Christy was very excited that one of her paintings was chosen to be displayed in a visual arts exhibit at Conner Prairie this year. Christy enjoys painting nature settings and anything else that she finds to be beautiful. The opportunity to be able to express herself and share her love of life through her artwork is very important to Christy. Art has truly made a life changing impact in her life and in the lives of everyone who has experienced her artwork.

Alysa and Jennifer are two of our artists who have benefitted from the funding received from the expanded art programs. Both Alysa and Jennifer love to paint and especially enjoy painting the detailed artwork on the birdhouses. Being able to express herself through art has impacted Jennifer in many ways as she has learned to focus and stay on task, a new strength that has helped her in other aspects of her life. Alysa takes great pride in each birdhouse that she creates. She was especially proud of the birdhouse that she designed and gifted to her grandmother.

Community members who visit the Janus facility are very interested in learning more about our various programs and services. The art programs demonstrate that people with disabilities are very capable of achieving their goals and living happy and fulfilled lives. It is obvious that our visitors from the community recognize the artistic talents displayed by the Janus artists and enjoy having the opportunity to see and purchase the art that they created.

The City of Carmel Arts grant funding has very positively impacted the Janus art programs and the Janus artists in many ways. We value the City of Carmel's support and are excited about the many ways that our art programs continue to evolve and produce such positive effects that enhance the lives of the people and the community we serve.

CITY OF CARMEL ARTS GRANT

Canvases - Doorways	32.94
Art Program Chairs	1,945.98
Hidden Talent Paints	291.90
Hidden Talent Supplies	176.46
Folding Tables for art fairs	134.38
Table Covers	61.80
Wooden Balls	90.00
Wooden Balls	223.20
Snowmen Arts and Crafts	43.35
Snowmen Arts and Crafts	5.20
Snowmen Arts and Crafts	10.19
Gourds	526.84
Wooden Balls	162.00
Activity Tables	605.90
Amish Gourds	357.38
Art Instruction & Staff Support	3,500.00
Canvasses	1,000.00
Paint and Smocks	832.48
	10,000.00

RESOLUTION NO. BPW 01-22-20-24

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and M3 Theatre Camp (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Hillary Blake, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 2,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically: _____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

M3 Theatre Camp **("Grantee")**

By: _____ (Signature)

Printed Name of Officer: Hillary A. Blake Title: President

Date: 11/20/19

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: M3 Theatre Camp

Address: 845 West Carmel Drive
Carmel, IN 46032

Telephone: 317-805-0933 Fax:

Contact Person: Hillary Blake

Email: hillary@meridianmusicschool.com

APPLICATION AMOUNT: $ 6,100.00

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Please see attached page.

By: Hillary A. Blake

Printed Name of Officer: Hillary A. Blake

Title: President

Date: 11/14/19

(Additional pages may be added to Exhibit "A")

Attachment to Exhibit "A"

M3 Theatre Camp is a young and growing Musical Theatre Company for children between the ages of eight and fourteen. Our camp is unique because it gives all students, regardless of their level of talent or skill the opportunity to experience Musical Theatre as performers. This summer, students will have the opportunity to participate in a three-week camp that will meet from 9am-3pm each day. During camp students will learn about and participate in the following activities: acting, singing, stage movement, theater terminology, dancing, the audition process, set design, and team-work! This year M3 Theatre Camp hopes to produce Moana, Jr. which is a brand new show coming out in January 2020.

This past summer's production of Mulan, Jr. was a rousing success thanks to the generous support from the community, including the Arts Grant received from the City of Carmel. Our parents also provided valuable support not only financially, but also by volunteering to sew costumes, work backstage, assist during rehearsals, paint, and provide snacks. As always, our main goal is to keep camp tuition reasonable for families and to rely less on donations from parents, so they can focus on seeing their children shine on stage.

We will be adding a third show this year, which will increase the cost of our show kit. In addition, we are planning to hire a person to design and oversee costuming for all campers. For that reason, we are increasing our costume budget.

M3 Theatre Camp is grateful for past support from The City of Carmel, Meridian Music Company, Meridian Music School, parents, and other members of the Community. We are looking forward to continued growth and learning, and we are thrilled to be a part of the rich Arts Community that already exists in Carmel.

Grant funds would be used to cover the following expenses:

The Cat Theater: $1200.00

Moana, Jr. Show-Kit: $2,900.00

Costumes: $2,000.00

M3 Theatre Camp

2020 BUDGET

Total Expenses			$26,665.00
VENUE		CAMP INSTRUCTORS	
Room and hall fees	$1,200.00	Directors	$13,500.00
Lighting & Sound	$600.00		
PRODUCTION			
Costumes	$2,000.00		
Makeup	$200.00	PRINTING	
Props	$500.00	Program	$400.00
Sets/Backdrop	$1,000.00	Tickets	$10.00
Show Kit/Rights	$2,900.00	Forms	$5.00
CAMP		FUNDRAISING	
Snacks	$300.00	Food	$1,500.00
Office Supplies	$100.00	Decorations	$300.00
		Venue	$1,200.00
ADVERTISING		Concessions/Flower Sales	$150.00
flyers	$200.00		
Website	$100.00		
Digital Advertising	$500.00		

State of Indiana
Office of the Secretary of State

Certificate of Incorporation
of

M3 THEATRE CAMP, INC.

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic Nonprofit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, May 23, 2017.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 23, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201705231197196 / 7609925

To ensure the certificate's validity, go to https://bsd.sos.in.gov/PublicBusinessSearch

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 19 2016

M3 THEATRE CAMP
845 W CARMEL DR
CARMEL, IN 46032-0000

Employer Identification Number:
81-4662315
DLN:
26053749001346
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
December 12, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Hillary Blake, an authorized representative of M3 Theatre Camp ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 23,750.33.

Signature

Printed Name Hillary A. Blake

Subscribed and sworn to before me, the undersigned Notary Public, this 14 day of November, 2019.

STATE OF INDIANA
Notary Public Seal
Christine S. Wagner
Hancock
My Commission Expires February 21, 2023
[SEAL]

Signature - Notary Public

Printed Name Christine S. Wagner

Resident of Hancock County, Indiana

My Commission Expires: February 21, 2023

M3 THEATRE CAMP, INC.
Balance Sheet
As of October 31, 2019

	Oct 31, 19
ASSETS	
Current Assets	
Checking/Savings	
First Financial x5328	3,906.69
Petty Cash	200.00
Total Checking/Savings	4,106.69
Total Current Assets	4,106.69
TOTAL ASSETS	**4,106.69**
LIABILITIES & EQUITY	
Equity	
Unrestricted Net Assets	2,786.90
Net Income	1,319.79
Total Equity	4,106.69
TOTAL LIABILITIES & EQUITY	**4,106.69**

M3 THEATRE CAMP, INC.
Profit & Loss
January through October 2019

		Jan - Oct 19
Ordinary Income/Expense		
Income		
Direct Public Support		
Donations	1,635.00	
Total Direct Public Support		1,635.00
Program Income		
Camp Tuition	15,047.17	
Extended Stay Tuition	210.00	
Registration Fee	400.00	
Workshop Tuition	1,800.00	
Total Program Income		17,457.17
Silent Auction		926.00
Total Income		20,018.17
Expense		
Business Expenses		
Advertising	625.35	
Business Registration Fees	22.00	
Total Business Expenses		647.35
Contract Services		
Accounting Fees	485.00	
Camp Director	4,500.00	
Camp Instructor	4,500.00	
Legal Fees	92.00	
Outside Contract Services	425.00	
Pianist	2,500.00	
Total Contract Services		12,502.00
Facilities and Equipment		
Equip Rental and Maintenance	139.09	
Rent, Parking, Utilities	2,500.00	
Total Facilities and Equipment		2,639.09
Operations		
Books, Subscriptions, Reference	1,065.43	
Printing and Copying	70.00	
Supplies	3,585.63	
Theatre Lighting	1,079.12	
Total Operations		5,800.18
Other Types of Expenses		
Merchant Card Fees	586.79	
Total Other Types of Expenses		586.79
Travel and Meetings		
Conference, Convention, Meeting	255.13	
Total Travel and Meetings		255.13
Total Expense		22,430.54
Net Ordinary Income		-2,412.37

M3 THEATRE CAMP, INC.
Profit & Loss
January through October 2019

	Jan - Oct 19
Other Income/Expense	
Other Income	
City of Carmel Grant	2,000.00
Ticket Purchase	1,732.16
Total Other Income	3,732.16
Net Other Income	3,732.16
Net Income	**1,319.79**

Form 990-N (e-Postcard) Summary

(THIS IS NOT A FILEABLE FORM - FOR REVIEW PURPOSES ONLY**)**

Tax period beginning 01/01/2018 and ending 12/31/2018

Organization's legal name: M3 THEATER CAMP

Employer ID number: 81-4662315

Other names used by organization (DBA)

Number and street (or P.O. box, if applicable): 845 W CARMEL DR

Room/Suite

Telephone number

City or town, state or country and ZIP + 4: CARMEL, IN 46032

Web address, if applicable

Check if organization is not a 509(a)(3) supporting organization and its gross receipts meets limits for the tax year [X]

Check if organization is terminating (going out of business) [ ]

Information regarding principal officer:

Name: HILLARY BLAKE

Street address: 845 W CARMEL DR.

City, state or country and ZIP + 4: CARMEL, IN 46032

823231
04-01-18

Product: **Exempt**
Name: **M3 THEATER CAMP**
FEIN: *******2315**

Category:

IRS Center: **Ogden**
e-Postmark: **5/20/2019 3:04 PM**
Notification:

Fiscal Year Begin Date: **1/1/2018**

Fiscal Year End Date: **12/31/2018**

eSigned:

Return Information

Date	Return ID	Type of Activity	Submission ID	Refund/ (Due)	Updated By	eSign Date
05/20/2019	18X:13760.1:V1	Upload Started				
05/20/2019		Released for Transmission - Validation In Progress			System	
05/20/2019		Ready to transmit - Validation Complete				
05/20/2019		Transmitted to FD	351101201914003 47e19			
05/20/2019		Accepted by FD on 5/20/2019				

Exhibit F

M3 Theatre Camp Board

Hillary Blake, President of M3 Theatre Camp

Kelli McLaughlin, Board Member

Claire Ma, Board Member

Jenny Pfeiffer, Board Member

Chris Plunkett, Board Member

Exhibit G

End of Year Report

M3 Theatre Camp was honored to be the recipient of a Carmel Arts Grant of $2,000.00 in 2018 and 2019. This year M3 Theatre Camp had some unexpected expenses, and the Carmel Arts Grant money helped us overcome this financial obstacle and allowed us to purchase the show kit and rights for Mulan, Jr. We were also able to increase our budget for costumes, props, and sets. In addition, we were able to provide beautiful color programs that families can save as keepsakes.

One of our challenges in 2019, was finding a performance venue. M3 Theatre Camp had planned on renting The Cat Theater for the 2019 show, but a scheduling conflict got in the way. We rented Midwest Academy instead. This venue cost $2500.00 which was well over the $1500.00 we had budgeted in the previous year. The Carmel Arts Grant made it possible for us to make the down payment for Midwest Academy on time. While Midwest Academy was accommodating to our needs, the set-up is not that of a typical theater. For that reason, we had to purchase and rent additional staging and lighting equipment. This cost us an additional $742.57.

Thanks to the support of parents, friends, Meridian Music School, and the Carmel Arts Grant, M3 Theatre Camp's Mulan, Jr. was a huge success. Parents are already asking about the 2020 camp! We have attached the Mulan, Jr. program to show you what campers were able to accomplish in just three-weeks!

RESOLUTION NO. BPW 01-22-20-25

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Museum of Miniature Houses & Other Collections (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Elaine Mancini, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 5,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Museum of Miniature Houses **("Grantee")**

By: Elaine Mancini (Signature)

Printed Name of Officer: Elaine Mancini Title: Executive Director

Date: Nov 12, 2019

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483. skibbe@carmel.in.gov.

EXHIBIT "A"
An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:
Name of organization: Museum of Miniature Houses & Other Collections, Inc.
Address: 111 East Main Street, Carmel, IN 46032
Telephone: 317-575-9466
Contact Person: Elaine Mancini, Executive Director
Email: mancinielainec@gmail.com

APPLICATION AMOUNT: $14,000

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

The Museum of Miniature Houses was founded in 1991 by three Indiana artisans in order to preserve and display scale miniatures and antique dollhouses, and to introduce this art form to others. The vision of these three women was to ensure that collections of quality miniature room settings, houses, and individual pieces would not be lost to future generations.

The Museum of Miniature Houses is a not-for-profit organization, with forty-seven volunteers, twenty of whom serve as docents each month. Admission and shop sales, attic sale revenue, individual and corporate donations, memberships, and grants allow the museum to continue operating successfully. A part-time operations manager, a full-time executive director and a full-time collection manager are the only paid staff.

The museum is one of only five museums in the country dedicated exclusively to miniatures.

Our visitors comprise 18% from Carmel, 12% from nearby areas, another 34% from elsewhere in Indiana and the rest from nearly all of the other 49 states. We frequently have three generations in a visiting group. Miniatures seem to lend themselves to intergenerational learning and sharing.

The museum features rotating exhibits (8-12 per year) so there is always something new for a visitor to appreciate.

Visitor amenities include chairs in every room for resting, stools in every room to see top shelves, magnifying glass in every room for a closer look, free audio tour for more information on selected displays, three levels of scavenger hunts for children, a fairy door for making wishes, and a dollhouse on the floor for play. Guided tours are available upon request and in advance.

Use of funds
The project for which funding is being sought is the museum's public programming. This include miniature workshops each year for all levels. It also includes mounting of exhibits, which are

managed by our Collection Manager. There are also special events for children such as Breyer Fun Day. Especially popular is the museum's bi-monthly Celebrations of Creativity and Craftsmanship series, comprising free presentations of local artists such as musicians, painters and writers. And in early December guests can experience Miniatures by Candlelight, the one night of the year the museum is open to the public.

Workshops are designed to teach the public the art of making miniatures. These have included a recent one led by nationally renowned miniaturist Michael Yurkovic wherein students created a 1/12th scale aluminum folding chair. Michael's workshop was designed for intermediate to advanced miniaturists. Other recent workshops have included making non-opening books (for beginners); creating a lady's dresser set with perfume bottles, tray and hatpins (for intermediate level of expertise); and constructing an upholstered chair (for advanced level). Upcoming in January Cindy McDaniel of Cindy's Minis presents "How to Dress a Miniature Bed." Cindy will teach students how to make a bed skirt, sheets with clean corners, and a turned-down bedspread. Cindy's workshop is appropriate for all skill levels.

Create Your Own Mini Art is a program offered on Wednesdays when the local school district is not in session. All ages are welcome to come (frequently we see multi-generational participants) and create a 2D or 3D work in miniature. Materials and instruction are provided, including stencils to create miniature furniture for a living room or bedroom or appliances for a kitchen. Since these workshops have become quite popular, it is necessary to make a reservation.

Celebrations of Creativity and Craftsmanship is an ongoing program that began in January of 2015. Currently it takes place every second and fourth Wednesday at noon. The encounters are meant for people of all ages. Admission to the program is free.

Just having finished its fourth year, the program featured singer Brynn Tyszka from Carmel, woodturner Tim Kennedy from Fishers, painter Leslie Ober from Noblesville, textile artist Marco Querin from Indianapolis, and storyteller Sally Perkins from Indianapolis, among others. Since the presenting artists come from Hamilton and Marion counties, the museum is creating a network for artists in the area and providing another venue for them to present their art that they would otherwise not have. Specific programming for each session is posted on the Museum's Facebook page as well as the museum website and on more than 30 online calendars.

The museum's public programming satisfies needs to a) provide artistic development as per our mission statement, b) allow local artists in the area to engage actively with an audience c) fulfill a community need of being an active player in Carmel's Art and Design District d) satisfy a need for senior enrichment and e) fulfill our mission statement.

Budget for Proposed Use of Funds

Operations	
Building maintenance and janitorial	$ 500
Telephone and computer	$1,500
Collection Management	
Collection maintenance and repair	$ 600

Collection manager salary support	$4,400
Exhibit costs	$2,000
<u>Public programming</u>	
Workshops paid admission (stipend for teachers)	$ 500
Workshops free to the public	$2,000
Stipends for artists in Celebration of Creativity and Craftsmanship programs	$1,100
<u>Marketing</u>	
Advertising in Current and regional media	$2,000
Support for Executive Director social media, community Relations	$2,000
Total	$14,000

By: Elaine Mancini
Printed Name of Officer: Elaine Mancini
Title: Exec Dir Executive Director
Date: November 13, 2019

Museum of Miniature Houses		Exhibit B
2019-2020 Budget		
		2019-2020 Budget
Income		
6020 - Grants and Honors		$ 40,000.00
6040 - Endowment		$ 2,500.00
6050 - Market Value Changes		
6000 - Donations		$ 70,000.00
6035 - Shop Sales		$ 32,500.00
6025 - Admissions		$ 22,000.00
6015 - Memberships		$ 6,000.00
6044 - Attic Sale		$ 6,300.00
6028 - Dividends and Interest Income		$ 5,500.00
6032 - Workshops		$ 200.00
6030 - Misc (incl. Photos)		$ 1,500.00
Total Income		$ 186,500.00
Expense		
6560 - Payroll Expenses		$ 118,000.00
7100 - Rent		$ 18,000.00
7200 - Building Maintenance/Janitorial		$ 3,000.00
7010 - Shop Stock		$ 8,000.00
7080 - Advertising and Promotion		$ 5,500.00
7122 - Electricity		$ 3,200.00
7180 - Telephone & Computer		$ 5,000.00
7075 - Sales Tax		$ 1,200.00
7040 - Supplies		$ 3,000.00
7120 - Gas		$ 1,000.00
7700 - Professional Services		$ 7,000.00
7030 - Printing & Stationery		$ 500.00
7020 - Postage		$ 750.00
7065 - Legacy Fund Oper Support Fees		$ 1,000.00
7095 - Insurance		$ 2,000.00
7050 - Fees, Dues, & Subscriptions		$ 2,000.00
7121 - Water		$ 500.00
8000 - Collection Display Expenses		$ 1,500.00
7044 - Attic Sale Expenses		$ 200.00
7060 - Museum Publications		$ 150.00
8200 - Collection Repairs & Maintenance		$ 5,000.00
6999 - Uncategorized Expenses		
7070 - Miscellaneous Expenses		
Total Expense		$ 186,500.00

Exhibit C

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

MUSEUM OF MINIATURE HOUSES AND OTHER COLLECTIONS, INC.

I, JOSEPH H. HOGSETT, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation, have been presented to me at my office accompanied by the fees prescribed by law; that I have found such
Articles conform to law; all as prescribed by the provisions of the

Indiana Nonprofit Corporation Act of 1991,

as amended.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence will begin November 01, 1991.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this First day of November, 1991

Joseph H. Hogsett

JOSEPH H. HOGSETT, Secretary of State

By Ileana Ross

Deputy

Exhibit D

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 0 3 1996

MUSEUM OF MINATURE HOUSES AND
OTHER COLLECTIONS INC
C/O SUZANNE L MOFFETT
111 E MAIN ST
CARMEL, IN 46032

Employer Identification Number:
35-1840276
DLN:
316236098
Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 684-3957

Our Letter Dated:
January 10, 1992
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

C. Ashley Bullard

District Director

Letter 1050 (DO/CG)

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Elaine Mancini, an authorized representative of Museum of Miniature Houses ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ ~~173,000.00~~ 253,000.00 EM SMK

Elaine Mancini
Signature
Printed Name Elaine Mancini

Subscribed and sworn to before me, the undersigned Notary Public, this 12th day of November, 2019.

Sharon M. Kibbe
Signature - Notary Public

Printed Name Sharon M. Kibbe

[SEAL]

Resident of Hamilton County, Indiana

My Commission Expires: July 12, 2026

NOTARY PUBLIC SEAL INDIANA
SHARON M. KIBBE
Resident of Hamilton Co.
My Commission Expires
July 12, 2026

Museum of Miniature Houses & Other Collections, Inc.
Balance Sheet
As of October 31, 2019

	Oct 31, 19	Sep 30, 19	Oct 31, 18
ASSETS			
Current Assets			
Checking/Savings			
1011 · checking National City	17,153.41	22,256.76	25,523.13
1035 · Cash - PayPal	4,527.78	-624.26	628.51
1040 · Securities Account	205,522.19	205,522.19	162,019.98
1050 · Legacy Fund - Endowment	238,370.75	238,370.75	226,719.73
Total Checking/Savings	465,574.13	465,525.44	414,891.35
Total Current Assets	465,574.13	465,525.44	414,891.35
Fixed Assets			
2010 · Equipment and Furnishings	6,949.21	6,949.21	6,949.21
2020 · Leasehold Improvements	1,682.70	1,682.70	1,682.70
Total Fixed Assets	8,631.91	8,631.91	8,631.91
TOTAL ASSETS	**474,206.04**	**474,157.35**	**423,523.26**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Credit Cards			
2050 · Bank of America #8070	0.00	0.00	-9.55
2051 · Bank of America #9281	975.48	1,229.80	922.61
2052 · Bank of America #5989	139.65	169.71	226.80
2053 · Bank of America #5196	233.00	233.00	223.66
2055 · Bank of America #1558	0.00	1,032.35	531.73
2056 · Bank of America #0285	208.45	39.99	149.46
2057 · Bank of America #8867	15.50	0.00	0.00
Total Credit Cards	1,572.08	2,704.85	2,044.71
Other Current Liabilities			
2100 · Payroll Liabilities	2,658.06	2,658.02	1,850.31
2110 · Direct Deposit Liabilities	-7,311.83	-7,311.82	0.00
Total Other Current Liabilities	-4,653.77	-4,653.80	1,850.31
Total Current Liabilities	-3,081.69	-1,948.95	3,895.02
Total Liabilities	-3,081.69	-1,948.95	3,895.02
Equity			
3900 · Retained Earnings	307,311.12	307,311.12	260,936.13
5020 · Legacy Fund Balance	172,957.97	172,957.97	172,957.97
Net Income	-2,981.36	-4,162.79	-14,265.86
Total Equity	477,287.73	476,106.30	419,628.24
TOTAL LIABILITIES & EQUITY	**474,206.04**	**474,157.35**	**423,523.26**

4:16 PM
11/11/19
Cash Basis

Museum of Miniature Houses & Other Collections, Inc.
Profit & Loss
October 2019

	Oct 19	Sep 19	Oct 18
Income			
6000 · Donations			
6010 · Individuals	127.00	290.69	15.58
6015 · Memberships	254.32	850.00	248.52
6000 · Donations - Other	0.00	0.74	0.00
Total 6000 · Donations	381.32	1,141.43	264.10
6020 · Grants and Honors			
6020.4 · IHS Grant			
6020.41 · Lighting Match (Jar Donations)	28.00	12.00	60.00
Total 6020.4 · IHS Grant	28.00	12.00	60.00
6020.5 · IN Arts Commission	5,450.25	0.00	0.00
Total 6020 · Grants and Honors	5,478.25	12.00	60.00
6025 · Admissions	2,270.50	1,471.69	1,736.83
6028 · Dividends and Interest Income	0.00	-553.67	516.71
6032 · Workshops	767.66	0.00	278.57
6035 · Shop Sales			
6036 · Ebay	5,562.08	2,929.40	185.00
6035 · Shop Sales - Other	1,599.39	2,496.54	1,913.66
Total 6035 · Shop Sales	7,161.47	5,425.94	2,098.66
6045 · Show Income			
6045.5 · Show Other	291.00	130.53	0.00
6045 · Show Income - Other	0.00	0.00	553.00
Total 6045 · Show Income	291.00	130.53	553.00
6050 · Market Value Changes	0.00	6,218.36	-6,832.98
Total Income	16,350.20	13,846.28	-1,325.11
Expense			
7010 · Shop Stock	0.00	0.00	1.66
7020 · Postage	47.40	15.40	48.00
7040 · Supplies	339.23	110.34	297.62
7050 · Fees, Dues and Subscriptions	1,126.80	528.10	168.50
7065 · Legacy Fund Oper Support Fees	0.00	592.85	0.00
7075 · Sales Tax	162.13	104.00	0.00
7080 · Advertising and Promotion	261.70	380.00	870.89
7095 · Insurance	0.00	579.00	0.00
7100 · Rent	1,353.00	2,353.00	1,147.00
7120 · Gas	17.00	17.72	17.00
7121 · Water	74.00	0.00	29.07
7122 · Electricity	273.43	274.46	309.44
7180 · Telephone & Computer	153.70	238.64	238.04
7200 · Building Maintenance/Janitorial	0.00	780.00	0.00
7560 · Payroll Expenses	9,113.58	9,113.58	8,570.83
7600 · Payroll Taxes	696.80	696.78	655.66
7700 · Professional Services			
7700.1 · accountant/bookkeeper	280.00	1,886.00	315.00
7700 · Professional Services - Other	1,270.00	200.00	0.00
Total 7700 · Professional Services	1,550.00	2,086.00	315.00
8200 · Collection Repairs & Maint.	0.00	11.98	8.09
Total Expense	15,168.77	17,881.85	12,676.80
Net Income	**1,181.43**	**-4,035.57**	**-14,001.91**

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning JUN 1, 2018 and ending MAY 31, 2019

B Check if applicable: [ ] Address change [ ] Name change [ ] Initial return [ ] Final return/terminated [ ] Amended return [ ] Application pending

C Name of organization
MUSEUM OF MINIATURE HOUSES AND OTHER COLLECTIONS, INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
111 E. MAIN STREET

City or town, state or province, country, and ZIP or foreign postal code
CARMEL, IN 46032-1823

D Employer identification number
35-1840276

E Telephone number
(317) 575-9466

G Gross receipts $ 201,018.

F Name and address of principal officer: SUZANNE MOFFETT
8386 N. ILLINOIS STREET, INDIANAPOLIS, IN 4

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. (see instructions)

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: ▶ WWW.MUSEUMOFMINIATURES.ORG

H(c) Group exemption number ▶

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other ▶

L Year of formation: 1991 M State of legal domicile: IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: THE EXEMPT PURPOSE OF THE MUSEUM IS TO PRESERVE AND EXHIBIT QUALITY MINIATURE HOUSES AND TO PROVIDE

2 Check this box ▶ [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	8
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	4
5	Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	4
6	Total number of volunteers (estimate if necessary)	6	42
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 38	7b	0.

COPY FOR YOUR FILES
LEE R. FORD & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS
CARMEL, IN 46032

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	70,097.	94,096.
	9	Program service revenue (Part VIII, line 2g)	90,236.	64,193.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	5,451.	4,972.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	31,490.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	165,784.	194,751.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	101,456.	112,345.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	64,210.	66,959.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	165,666.	179,304.
	19	Revenue less expenses. Subtract line 18 from line 12	118.	15,447.
			Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	439,962.	484,131.
	21	Total liabilities (Part X, line 26)	6,068.	3,861.
	22	Net assets or fund balances. Subtract line 21 from line 20	433,894.	480,270.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here ▶ Signature of officer | Date

▶ WAYNE RENNER, TREASURER
Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
	LEE R. FORD		08/07/19		P01321652
	Firm's name ▶ FORD & COMPANY, INC.			Firm's EIN ▶ 35-2108852	
	Firm's address ▶ 11595 N MERIDIAN ST, SUITE 320 CARMEL, IN 46032			Phone no. (317) 816-1100	

May the IRS discuss this return with the preparer shown above? (see instructions) [X] Yes [ ] No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

Exhibit F	MUSEUM OF MINIATURE HOUSES & OTHER COLLECTIONS as of February 201				
FULL NAME	ROLE	TERM	HOME COUNTY	PROFESSION/JOB TITLE/PLACE OF EMPLOYMENT	AREA OF EXPERTISE
Suzanne Moffett	President, Co-founder	2018-2020	Marion	Retired	Miniatures
Virginia Berry	Director	2018-2020	Hamilton	Retired	Fundraising, Foundations
Dorinda Dick	Secretary	2017-2019	Hamilton	Retired	School administrator
Wendy Johnson	Director	2017-2019	Marion	Volunteer service coordinator, Indianapolis Public Library	Volunteer and non-profit management
Wayne Renner	Treasurer	2018-2020	Hamilton	Retired	CFO, G & S Research
Bonnie Renner	Director	2019-2021	Hamilton	Retired	Miniatures, Sales
Peter Schaefer	Director	2018-2020	Marion	Retired	Miniatures, collections curator
Marilyn Schaefer	Director	2018-2020	Marion	Retired	Miniatures, collections curator
Traci Wilson	Director	2019-2021	Marion	Shepherd Insurance	Data analysis, miniature makers and styles
Kathy Birk	Director	2019-2021	Hamilton	Reitred as SVP and Complex Manager, Morgan Stanley	Miniatures

Exhibit "G"

Year-End Report from 2019

Name of organization: Museum of Miniature Houses & Other Collections, Inc.

YEAR-END REPORT ON THE USE OF THE GRANT FUNDS ($5,000)

Operations	
Building maintenance and janitorial (ramp, parking lot)	$ 500
Telephone and computer	$1,500
Collection Management	
Collection maintenance and repair	$ 600
Collection manager salary support	$1,000
Collection display expenses	$ 400
Marketing	
Advertising in local (i.e. Current) and regional media	$1,000
Total Requested	$5,000

BY: Elaine Mancini

Printed Name of Officer: Elaine Mancini

Title: Executive Director

Date: November 13, 2019

RESOLUTION NO. BPW 01-22-20-26

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

APPROVED 4/4

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Prime Life Enrichment (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Linda J. Handy, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 10,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit status**. Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

PrimeLife Enrichment, Inc. **("Grantee")**

By: Linda J. Handy (Signature)

Printed Name of Officer: Linda J. Handy Title: Executive Director

Date: 11/22/19

CITY OF CARMEL ("Grantor")

By: [signature]

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: PrimeLife Enrichment, Inc.

Address: 1078 Third Avenue SW

Carmel, IN 46032

Telephone:317-815-7000 Fax: 317-815-7007

Contact Person: Linda J. Handy, Executive Director

Email: lhandy@primelifeenrichment.org

APPLICATION AMOUNT: $ 35,000

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

In early September, PrimeLife began a new weekly program entitled Arts & Dementia/ Depression. The core purpose of this programming initiative is to provide a unique, interactive experience grounded in the arts for seniors living with dementia and their caregivers, with the goal of helping them avoid or overcome feelings of depression and social isolation. Art-related activities have included art classes and music. Note that we are the only organization that provides such programs on a weekly (versus monthly) basis. In addition to these regularly scheduled programs, PrimeLife's Enrichment Center recently served as the rehearsal venue for SongShape, a community chorus consisting entirely of people in the early to mid-stage of Alzheimer's and other dementias and their caregivers. Rick Cobb, founder of the Renaissance Initiative, served as SongShape's conductor. It was such a success that plans are underway to continue SongShape in the future. PrimeLife Enrichment's center will again serve as the rehearsal venue and effective January, 2020, Rick Cobb will become the Dementia/Depression Coordinator for PrimeLife. In addition to continuing the SongShape program, his responsibilities will include making educational dementia/depression presentations to employees of various businesses throughout Hamilton County. As the attached budget shows, total expenses for our Arts & Dementia/Depression budget is approximately $70,000. CICOA has agreed to help fund the educational component of this initiative, including the presentations Mr. Cobb will make to local businesses and their employees. PrimeLife is asking the City of Carmel to fund one-half of the total budget to support only the artistic components of our Dementia/Depression initiative. These consist of the weekly Arts & Dementia/ Depression programs and SongShape, all of which will be coordinated by Mr. Cobb.

(Note that we have provided supplemental information describing our Arts & Dementia/ Depression initiative in greater detail and documenting the effectiveness of using the arts to help those who suffer from dementia and/or depression.)

By: Linda J. Handy

Printed Name of Officer: Linda J. Handy

Title: Executive Director

Date: November 22, 2019

SUPPLEMENT TO EXHIBIT "A"

It is well-documented that the world's population is aging at a much faster – and some say alarming – rate than ever before. The popular name for this dramatic aging of the world's population is the "Silver Tsunami." Worldwide, an estimated 6.84 million are currently 65 or older and make up 9% of the world's population. By 2050, the number of those 65 or older will balloon to approximately 1.7 billion or more, roughly 17% of the world's population at that time. Fueling much of this accelerated growth over the next three decades will be the aging of the so-called baby boomers, all of whom will turn 65 or older by 2030. **By 2035, these older Americans (65+) will outnumber children (under the age of 18) for the first time in U.S. history.** By 2040, one in five Americans will be 65 or older, up from 15% in 2015. The same cohort will grow to nearly 84 million by 2050.

Hamilton County leads the State both in the rate of overall population growth and the percentage increase of residents 65 or older. Our County population in 2050 is projected to be 527,600, a 92% increase over the 2010 figure of 275,000. Even more dramatic will be the 380% projected growth of senior citizens from approximately 24,000 in 2010 to 114,000 in 2050. Bringing it closer to home, a projected 158,280 residents will live in Clay Township by 2050, 37,366 of which will be seniors age 65 and older.

SCOPE OF THE DEMENTIA AND DEPRESSION HEALTH CHALLENGES

Obviously, seniors are not going away, nor are their mental and physical health needs, the most serious of which are dementia and depression among seniors and their caregivers. Consider the following statistics that document why these two health threats have received widespread attention at the national, state, and local levels:

On those who suffer from Alzheimer's and other forms of dementia

- An estimated 5.8 million Americans suffer from Alzheimer's and other forms of dementia. By 2050, the number is projected to grow to nearly 14 million.
- In 2019, Alzheimer's and other dementias will cost $290 billion and will grow to an estimated $1.1 trillion in 2050.
- Alzheimer's disease accounts for 60-80 percent of all dementia cases.
- Someone in the United States develops dementia every 65 seconds.
- Almost half a million people in this country age 65 and older will develop Alzheimer's this year.
- By 2025, the number of seniors age 65 and older in this country who suffer from Alzheimer's will grow an estimated 26 percent to 7.1 million.
- In Indiana alone, the projected number of individuals with Alzheimer's is expected to increase by 18.2 percent over the next six years.
- Dementia kills 1 in 3 seniors – more than breast cancer and prostate cancer combined.
- Alzheimer's is the sixth-leading cause of death in this country, and the fifth-leading cause of death for those age 65 and older.
- 10 percent of all seniors age 65 and older suffer from Alzheimer's.
- 14 percent of all seniors age 71 and older suffer from some form of dementia.

On those who care for family members with dementia

- More than 16 million people in this country are unpaid caregivers for people with Alzheimer's or other dementias.
- The unpaid caregivers for people with dementia provide an estimated 18.5 billion hours of care valued at nearly $234 billion.
- Caring for a family member with dementia often has a serious impact on the caregiver's health and workplace productivity.
- 59 percent of family caregivers of people with dementia rated the emotional stress of caregiving as high or very high.
- Approximately 30 to 40 percent of those who care for family members with dementia suffer from depression.
- Depression risk of the caregiver increases as the person being cared for becomes more cognitively impaired.
- Caregivers often experience a greater degree of cognitive impairment than non-caregivers.
- The physical and emotional impact on caregivers for someone with dementia was estimated recently to have resulted in almost $12 billion in health care costs in this country.
- Approximately two-thirds of dementia caregivers in this country are women.
- Slightly more than one-third of dementia caregivers are 65 or older.
- 41 percent of caregivers have a household income of $50,000 or less.

THE ARTS AS A RESPONSE TO THE MENTAL AND PHYSICAL HEALTH CHALLENGES OF DEMENTIA AND DEPESSION

After reviewing these statistics, it should be clear that dementia and depression have created a health crisis that needs addressed by all sectors of our community. Fortunately for many dementia patients and their caregivers, the arts can have a positive impact on their mental and physical well-being. Consider these words from an artist who is living with dementia:

> *This is what anyone one with dementia needs: an environment that is safe, creative, alive and with everyone sharing in the space. My life with dementia is very full. I believe that my positive experience living with dementia is a direct result of actively participating in some form of creativity, for me it's clay, music, and the Alzheimer café. I believe that being involved in some form of creative expression as often as possible begins the process of waking up the synapses, neurons and positive endorphins. Feelings in the brain as well as the nervous system start and continue some form of joy in one's life. Having a purpose is mare important than I had ever imagined. Our brains are miraculous. Stimulating the creative centers of aur brains helps us ta smile, have a sense of wellbeing, keeps the senses awake and alive. Use it or lose it!*

Considerable research has been done (and continues to be done) to support the position that creative art therapies can help offset the mental health challenges of dementia and depression. People with dementia can flourish and show creativity in ways they, their caregivers and loved

ones never thought possible. Whether the therapy consists of the visual arts, music therapy, performing arts, crafts, etc., research shows that the results can include significant improvements in mood and cognition, as well as a reduced risk of social withdrawal and depression. Ultimately, the arts can make a contribution to the quality of life of people living with dementia. This impact can be direct, as described above, or it can also be indirect, by giving caregivers a stronger sense of purpose, resolve and commitment, or by making the wider community more compassionate and aware.

Therapeutic arts programs can also help both dementia patients and their caregivers address the risk of depression. Experts agree that depression can be triggered by several causes. Not only is depression very common among people with Alzheimer's and other forms of dementia, but is also a major risk for their caregivers. In fact, studies consistently report that caregiving often has a negative impact on the caregiver's mental, emotional, and physical health. Higher levels of depression, stress and frustration, loss of self-identity, lower levels of self-esteem, coexisting anxiety disorders, constant worry, feelings of uncertainty, a higher risk of heart disease, and increased mortality are all negative consequences that many caregivers face. In too many cases, it can also lead to suicide.

Fortunately for those who suffer from depression, art therapy provides an opportunity to become immersed in creative activity that can help them recover, especially when integrated with appropriate medical therapy. While art therapy is not a cure for depression and other mental health challenges, a recent article in the American Journal of Public Health noted that "There are clear indications that artistic engagement has significantly positive effects on health." Additional research indicates that the use of creativity and imagination in artistic programs can decrease anxiety, stress, and mood disturbance.

PRIMELIFE ENRICHMENT'S ARTS & DEMENTIA/DEPRESSION INITIATIVE

Given the escalating number of seniors in our community, it is not surprising that the number of those living with dementia – and depression -- is also expected to increase dramatically over the next several years. PrimeLife Enrichment (PLE) is taking steps to address this growing health crisis in our community. In early September, PrimeLife began hosting a new weekly program entitled Arts & Dementia/Depression. The core purpose of these weekly programs is to provide a unique, interactive experience grounded in the arts for seniors living with dementia and their caregivers, with the goal of helping them avoid or overcome feelings of depression and social isolation. We are partnering with experts in various disciplines to provide activities each Friday that have been developed with the participants in mind.

While the weekly programs will likely evolve over the next several months, they currently include:

1. A music-related activity led by Dr. Tim Brimmer of Butler University's School of Music
2. Art classes taught by noted local artist and art instructor Shirley Luttrell
3. Bingo and other games designed to improve cognitive abilities of participants

4. Interactive educational programs presented by various guest speakers and organizations

In addition to these regularly scheduled therapeutic programs, PrimeLife's Enrichment Center recently served as the rehearsal venue for SongShape, a community chorus formed in collaboration between CICOA Aging & In-Home Solutions and the Resonance Initiative, which works to change lives through storytelling and music. The SongShape chorus consisted entirely of people in the early to mid-stage of Alzheimer's and other dementias and their caregivers. The founder of the Resonance Initiative and conductor of SongShape is Rick Cobb. When he learned about a community chorus in Minnesota called the Giving Voice Chorus, which is made up of about 140 people with dementia and their caregivers, he wanted to bring that opportunity to central Indiana. He sought out CICOA to help. "Immediately, I wanted to find a way to make this happen," said Dustin Ziegler, CICOA's Vice President of Community Programs. Ziegler also leads Dementia Friends Indiana, which works to break down stigmas about dementia. "The prevalence and complexity of dementia is so substantial that it literally takes a village to combat it. Not one organization can do it all, but together we can align in a way that makes a genuine difference."

According to Rick Cobb, "The SongShape Chorus uses the power of group singing to encourage people with Alzheimer's and other forms of dementia – as well as their care partners – to create something unique, engage in community life and rediscover the fullness of what life with dementia and Alzheimer's can be." For eight weeks, dementia patients and their caregivers met at PrimeLife's Enrichment center on Friday afternoon to rehearse from 1:00 – 2:30. Their hard work was showcased at a performance in a local church on November 10th.

SongShape was such a success that plans are underway to continue the program in the future. PrimeLife Enrichment's center will again serve as the rehearsal venue. Effective January, 2020, Rick Cobb will become the Dementia/Depression Coordinator for PrimeLife. In addition to continuing the SongShape program, his responsibilities will include making educational dementia/depression presentations to employees of various businesses throughout Hamilton County. These will be coordinated through the Human Resource departments of the businesses. Many of those in attendance have or will have parents and/or family members in need of caregiving. As the number of presentations increase over the next several months, PrimeLife Enrichment will become the hub of dementia/depression services for seniors in our community.

OUTCOMES

As we have discussed throughout this application for the City of Carmel's support of PLE's Arts & Dementia/Depression initiative, there are two distinct target demographics. The primary and most obvious demographic is comprised of seniors suffering from Alzheimer's disease or some other form of dementia. The intended outcomes for this demographic with commentary include:

- Improved cognitive abilities: Not all participants will demonstrate improvement in this area. However, studies have shown that an increase in cognitive ability can occur when a dementia patient is engaged in creative activities in a group setting. Primary methods of measurement will be instructor observation, consultation with the caregiver to see if he or she notices any improvement in cognitive abilities, and a brief pre- and post-evaluation tool yet to be designed.

- Development of creativity and self-expression: It is anticipated that many of the participants with dementia have not engaged in activities that encourage creativity and self-expression, at least not recently. For example, one person may never have created a work of art. Another may never have played a musical instrument. While it is unlikely that participants will become accomplished artists or musicians, the activities they engage in will offer them the opportunity to express themselves creatively for perhaps the first time. Primary methods of measurement will be instructor observation, consultation with the caregiver, and evaluation of finished or incomplete projects.

- Possible improvement in range of motion, strength and dexterity: This will certainly vary from individual to individual and depends on what type of activity the participant is engaging in. For example, if one week includes dancing, the impact on range of motion will be more easily observed than it would be during a crafts class. On the other hand, dexterity might be easier to observe in the crafts class than during the dance class. Primary methods of measurement will be instructor observation, consultation with the caregiver, and pre- and post- measurements when appropriate.

- Less agitated behavior: Studies indicate that many dementia patients exhibit less agitated behavior when listening to music, participating in a creative activity, etc. Of particular interest will be to discover whether the less agitated behavior (if it occurs) continues outside of the weekly sessions. Primary methods of measurement will be instructor observation and a caregiver survey.

Self-reporting surveys will be used to measure the intended outcomes for the secondary demographic comprised of caregivers. These outcomes with commentary include:

- Reduced stress, anxiety, feelings of social isolation depression, etc.: As discussed previously, caregiving can increase the likelihood that a caregiver will experience these and other emotional maladies, as well as pose a threat to the individual's physical health.

- Increase in socialization with other caregivers: Caregivers often feel like they are alone in their struggles. Studies show that the opportunity to socialize with other caregivers can greatly improve their mental outlook.

- Development of a support network: Assuming a caregiver does increase socialization with other caregivers, he or she may well develop a support network. Other caregivers

can be invaluable in this process, especially if they have developed their own networks and can suggest resources previously unknown or unutilized by the caregiver in question.

FINAL THOUGHTS

As valuable as we believe our weekly Friday programs are, they represent just the beginning of our expanded programming efforts to address what many consider to be the most critical mental and physical health challenges – namely dementia and depression – faced by seniors and their families/caregivers. As our senior population continues to outpace population growth of other age groups, the challenges will grow proportionately. Unfortunately, according to national statistics, senior services are among those least funded by private philanthropy and public resources. The City of Carmel's support of PLE's Arts & Dementia/Depression initiative will serve as a critical lifeline not only for PrimeLife Enrichment but also for our senior citizens and their families.

No doubt the role of therapeutic arts activities will expand as more and more senior service organizations such as PrimeLife Enrichment adapt their programs to meet the evolving needs of the population they serve. We believe the information and statistics given in this request comprise a compelling case for support. In a more qualitative vein, we close with what PrimeLife Enrichment considers to be five good reasons to support our Arts & Dementia/ Depression initiative for Carmel seniors suffering from dementia and their caregivers, all of whom face serious mental and physical health challenges. Those five reasons are:

1. **People with dementia usually enjoy participating in art, whether actively creating art or as an appreciative audience.**
2. **The arts can remain accessible despite memory loss because of their multi-sensory nature and the possibility of experiencing art in the moment irrespective of prior knowledge or associations.**
3. **Caregivers—both professional and family supporters—get double benefit from arts interventions; their own enjoyment as participants, and that of seeing their charges enlivened or soothed.**
4. **The wider community benefits from the fostering of cultural capital in any segment of society, including older people with dementia.**
5. **Art often fosters social interaction and a sense of belonging.**

THANK YOU FOR YOUR CONSIDERATION!

Exhibit "B"
PrimeLife Enrichment
Arts Dementia/Depression Program Budget

			Notes
Wages, FICA, SUTA			
Program Coordinator	$37,000		(1)
Art Instructor	$2,600		(2)
Music Instructor	$2,600		(2)
Crafts Instructor	$1,300		(3)
Outreach Coordinator	$952		(4)
Volunteer Coordinator	$952		(4)
Instructor Assistants	$4,680		(5)
Administrative Support	$2,235		(6)
Administrative Support	$1,759		(6)
Administrative Support	$1,652		(6)
Office Support	$2,361		(7)
Total Wages, FICA, SUTA		$58,092	
Workers' Comp		$500	
Arts & Crafts Supplies		$1,750	
Music Instruments		$250	
Interactive Music Books		$100	
Conf/Mtgs/Trng-Coord		$500	
Food, Drink, Paper Goods		$8,728	
Miscellaneous		$325	
TOTAL PROGRAM EXPENSES			$70,245

BUDGET NOTES

(1) Assumes coordinator's salary will be divided equally between artistic and educational components
(2) Assumes 120 minutes per class at $100 per hour; 13 classes per year
(3) Assumes 120 minutes per class at $50 per hour; 13 classes per year
(4) Assumes 240 minutes per week at $16.83 per hour; 13 classes per year
(5) Assumes 60 minutes per class for 10 assistants at $12 per hour; 39 classes per year
(6) Allocates 3% of Executive Director, Finance Director, and Development Director salaries
(7) Assumes 180 minutes per week at $14 per hour

State of Indiana
Office of the Secretary of State

CERTIFICATE OF AMENDMENT

of

HAMILTON COUNTY SENIOR SERVICES, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

The name following said transaction will be:

PRIMELIFE ENRICHMENT, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, July 03, 2002.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 3, 2002.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

197704-051 / 20020703670 59

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: November 5, 2002

Person to Contact:
Ms. Dalton 31-07425
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
35-1411017

PrimeLife Enrichment Inc
1078 Third Ave SW
Carmel, IN 46032

Dear Madam:

This letter is in response to the amendment to your organization's Articles of Incorporation filed with the state on July 3, 2002. We have updated our records to reflect the name and address as indicated above.

Our records indicate that a determination letter issued in March 1978 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

PrimeLife Enrichment Inc
35-1411017

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Linda J. Handy, an authorized representative of Prime Life Enrichment, Inc ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 891,041.

Linda J. Handy
Signature
Printed Name Linda J. Handy

Subscribed and sworn to before me, the undersigned Notary Public, this 22nd day of November, 2019.

Sharon M. Kibbe
Signature - Notary Public

Printed Name Sharon M. Kibbe

[SEAL]

Resident of Hamilton County, Indiana

My Commission Expires: July 12, 2026

NOTARY PUBLIC SEAL INDIANA
SHARON M. KIBBE
Resident of Hamilton Co.
My Commission Expires
July 12, 2026

PrimeLife Enrichment, Inc
Treasurer's Report
October 31, 2019

BALANCE SHEET SUMMARY	10/31/2019	9/30/2019	CHANGE	10/31/18	DIF FROM L/Y
Cash	38,823	40,475	(1,652)	60,819	(21,996)
Endowment Fund (Restricted Amount	62,418	62,418	0	61,033	1,385
Accounts Receivable	222,836	241,857	(19,021)	221,961	875
Prepaid Expenses	755	755	0	1,546	(791)
Property & Equipment, Net	1,379,996	1,391,204	(11,208)	1,406,845	(26,849)
Notes Payable	(409,873)	(412,271)	2,398	(437,668)	27,795
Accrued Liabilities	(88,568)	(89,743)	1,175	(62,577)	(25,991)
Net Assets	**1,206,387**	**1,234,695**	**(28,308)**	**1,251,959**	**(45,572)**

INCOME & EXPENSE SUMMARY Revenue:	10/31/19	YTD 10/31/19	YTD 10/31/2018	DIF FROM L/Y	YTD BUDGET	BUDGET DIF OVER (UNDER)
United Way Allocation/Grants	26,276	52,552	30,620	21,932	45,052	7,500
United Way Donor Designations	238	819	197	622	332	487
Contributions	411	1,052	13,565	(12,513)	16,000	(14,948)
Fees & Grants - Govt. Agencies inc vehicl	32,507	125,381	125,272	109	126,240	(859)
Foundation**	0	0	11,500	(11,500)	0	0
Program Services Fees	12,666	35,842	31,734	4,108	41,504	(5,662)
Misc. Income	3,639	18,105	14,652	3,453	13,000	5,105
Special Events-Fund Raising	5,317	18,931	19,427	(496)	18,000	931
Total Income	**81,054**	**252,682**	**246,967**	**5,715**	**260,128**	**(7,446)**

Expenses:	10/31/19	YTD 10/31/19	YTD 10/31/18	DIF FROM L/Y	YTD BUDGET	OVER (UNDER)
Employee Wages, Taxes & Benefits	55,007	161,020	143,507	17,513	182,884	(21,864)
Professional Fees*	4,849	18,879	12,430	6,449	21,668	(2,789)
Office Supplies, Printing & Postage	1,133	4,449	2,774	1,675	3,832	617
Occupancy	7,225	31,626	34,959	(3,333)	37,800	(6,174)
Mortgage & LOC Interest	2,005	8,197	7,903	294	8,084	113
Vehicle Operation & Repair	1,471	4,676	5,731	(1,055)	6,668	(1,992)
Mileage Reimbursement	255	783	872	(89)	864	(81)
Misc. Expense (inc. mktg & reserve & Indot match	2,542	6,074	6,811	(737)	9,016	(2,942)
Insurance	2,998	14,326	13,805	521	14,500	(174)
Fund Raising	161	645	777	(132)	3,950	(3,305)
Depreciation	11,209	44,786	44,131	655	46,000	(1,214)
Telephone	629	2,506	2,704	(198)	2,700	(194)
Debt Reduction/Capital Exp	0	0	0	0	7,868	(7,868)
Total Expenses	**89,484**	**297,967**	**276,404**	**21,563**	**345,834**	**(47,867)**
Net Income (Loss)	**(8,430)**	**(45,285)**	**(29,437)**	**(15,848)**	**(85,706)**	**40,421**

***includes St. V's Fitness & Endowment*

PUBLIC DISCLOSURE COPY - STATE REGISTRATION NO. 728954-05

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

A For the 2017 calendar year, or tax year beginning JUL 1, 2017 and ending JUN 30, 2018

B Check if applicable: [ ] Address change [ ] Name change [ ] Initial return [ ] Final return/terminated [ ] Amended return [ ] Application pending

C Name of organization: PRIMELIFE ENRICHMENT, INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 1078 THIRD AVENUE SW — Room/suite

City or town, state or province, country, and ZIP or foreign postal code: CARMEL, IN 46032

D Employer identification number: 35-1411017

E Telephone number: (317)815-7000

G Gross receipts $ 891,362.

F Name and address of principal officer: LINDA HANDY
SAME AS C ABOVE

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: ▶ WWW.PRIMELIFEENRICHMENT.ORG

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other ▶

L Year of formation: 1978 **M** State of legal domicile: IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: THE MISSION OF THE ORGANIZATION IS TO FOSTER VITAL AGING BY PROVIDING PROGRAMS AND SERVICES FOR

2 Check this box ▶ [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	13
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	13
5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	5	35
6	Total number of volunteers (estimate if necessary)	6	175
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	697,940.	683,135.
	9	Program service revenue (Part VIII, line 2g)	117,676.	104,035.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	3,844.	288.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	56,841.	61,658.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	876,301.	849,116.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	515,393.	511,750.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 79,078.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	413,044.	438,048.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	928,437.	949,798.
	19	Revenue less expenses. Subtract line 18 from line 12	-52,136.	-100,682.

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	1,871,762.	1,751,593.
	21	Total liabilities (Part X, line 26)	519,777.	500,611.
	22	Net assets or fund balances. Subtract line 21 from line 20	1,351,985.	1,250,982.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date 4/22/19

▶ HOWARD MAY, TREASURER
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
CASSE TATE	CASSE TATE	04/18/19		P01271193

Firm's name ▶ KSM BUSINESS SERVICES, INC. — Firm's EIN ▶ 35-2123203

Firm's address ▶ P.O. BOX 40857
INDIANAPOLIS, IN 46240-0857 — Phone no. (317) 580-2000

May the IRS discuss this return with the preparer shown above? (see instructions) [X] Yes [ ] No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

Exhibit F

PrimeLife Enrichment, Inc.
BOARD OF DIRECTORS ROSTER
JANUARY 2019

Name	Join Date	Mailing Address	Employer	Contact
President Stephen A. Gross	12/08	3718 Cambridge Court Carmel, IN 46033	Self Employed Attorney at Law	317-575-1855 (h) 317-569-8896 (w) sgrosslaw@sbcglobal.net
President Elect Marcia Claerbout* *Special Events Chair*	6/14	3519 Rolling Springs Dr. Carmel, IN 46033	Civic Volunteer & PLE Member	317-575-9173 (h) 317-294-3690 (c) claervue@yahoo.com
Vice President Sarah Schlifke* *Marketing Chair*	5/17	50 Colony Court Zionsville, IN 46077	Delta Faucet Company Innovation Product Manager	317-966-9634 (cell) sschlifke@gmail.com
Treasurer Howard May *Audit/Finance Chair*	5/98	6737 La Tour Circle Indianpolis, IN 46278	Self Employed CPA	317-590-5583 (c) 317-536-3610 (fax) hmay2@hotmail.com
Secretary Suzanne Marks*	3/90	4901 Essex Drive Carmel, IN 46033	Carpenter Realtor	317-844-2728 (w) 317-502-1717 (cell) 317-848-2823 (h) simarks@aol.com
At-large Member Kaye Hirt	7/19		Realtor	317-523-7713 kaye@kayehirt.com
Dan Overbeck *Facilities Chair*	6/07	13771 Driftwood Drive Carmel, IN 46033	Summit Construction	317-634-6112 (w) 317-846-5331 (h) 317-264-2529 (fax) doverbeck@summitconst.com
Charles Jeffras	8/13		Retired Human Resources Director from St. Vincent's	317-694-0838 (c) jeffras225@gmail.com
Terry Dollar	5/17	460 Twin Oaks Drive Carmel, IN 46032	Business Manager at Johnson Controls	317-935-1592 (cell) 317-848-9541 (home) tdollar2005@sbcglobal.net
Timothy J. McGuire	3/19	5796 Coopers Hawk Dr. Carmel, IN 46033	Eli Lilly & Co.	317-260-8987 (Cell) mcguiretj@lilly.com

RESOLUTION NO. BPW 01-22-20-27

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

ARTS GRANT PROGRAM

AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and Carmel Symphony Orchestra (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Jeanelle Adamak, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."

2. **Grant Agreement**. The City, after review and recommendation by the Mayor, agrees to grant $ 275,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.

3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.

4. **Warranty of non-profit statns.** Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City**. The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

A. This Agreement must be fully executed and signed by both Grantee and Grantor.

B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:

1. An application and description of the proposed use of the grant funds (EXHIBIT A);

2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);

3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);

4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);

5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);

6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);

7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).

C. Any other grant conditions that City requires to be met by Grantee, specifically:

_____

_____

_____

_____

6. **Grantor's right to request audit or review**. Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars ($60,000).

8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.

9. **Funding Credit**. Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.

10. **Statutory Authority of Grantee**. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.

11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.

12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

    The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

    The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.

15. **Severability**. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.

16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEROF, the parties hereto have made and executed this Agreement as follows:

Carmel Symphony Orchestra **("Grantee")**

By: Jeanelle Adamak (Signature)

Printed Name of Officer: Jeanelle Adamak Title: Executive Director

Date: 11/20/19

CITY OF CARMEL ("Grantor")

By: James Brainard

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2020 Arts Grant Program, grant writing, guidelines or application materials, contact Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone 317-571-2483, skibbe@carmel.in.gov

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: Carmel Symphony Orchestra
Address: 760 3rd Avenue SW
Carmel, IN 46032
Telephone: (317) 844-9717 Fax: _____
Contact Person: Jeanelle Adamak
Email: jadamak@carmelsymphony.org

APPLICATION AMOUNT: $ 275,275 *

* Includes $237,775 for program support and $37,500 for a collaborative production of Sweeney Todd, the Demon Barber of Fleet Street, with Actors Theatre of Indiana

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Please see attached additional pages.

By: Jeanelle Adamak
Printed Name of Officer: Jeanelle Adamak
Title: Executive Director
Date: 11/20/19

(Additional pages may be added to Exhibit "A")

EXHIBIT A

City of Carmel Arts Grant Program Application
2019-2020

"Music is the mediator between the spiritual and the sensual life." – Ludwig von Beethoven

Orchestras feed the soul. Orchestras encourage creativity and bring people together to share the experience of live music. Orchestras fuel local economies, attract new business development, educate young people, evoke emotions, and unite individuals and cultures in times of suffering and joy. The country is brimming with extraordinary musicians, live concerts, and orchestras as unique as the communities they serve. The City of Carmel is extremely fortunate to have a professional orchestra of its own, right in its own backyard. An orchestra gives meaning to our lives, and in the ears, minds and hearts of most people, *that's valuable*.

After more than four decades of bringing meaning and music to the lives of Carmel residents, (and as the only orchestra in Hamilton County, to the County as a whole), Carmel Symphony Orchestra (CSO) will celebrate its 45th season in 2020. **The CSO respectfully requests a grant from the City of Carmel <u>in the total amount of $275,275</u>, *including* $237,775 for operating support (equal to one third of our calendar 2018 revenues) *and an additional* $37,500 for the CSO's portion of Sweeney Todd, The Demon Barber of Fleet Street to be done in February in collaboration with Actors Theatre of Indiana.** Operating funds will be used to support our 45th season as well as a range of programs designed to ignate a passion for music across the spectrum. Current plans for the 2020-2021 season include:

- Five *Masterworks* series concert featuring nationally recognized guest artists, with a *Meet the Music* presentation prior to each
- Four *Pops* series concerts including the ever-popular Holiday Pops
- Two *Sounds Exciting!* concerts for Carmel-Clay fifth grade students
- A *Family Fun!* concert where audience members sit on the stage with the musicians
- A Halloween Concert for Kids
- A *Side by Side* concert done in partnership the Carmel High School orchestra
- *Symphony on the Go* performances around the community
- The CSO *Young Artist Competition*
- Participation in various civic events such as Carmel Christkindlmarkt and CarmelFest
- Collaborative performances such as the 2019 Michael W. Smith and Amy Grant Holiday Tour concert at Bankers Life Fieldhouse
- The YouthPASS and CollegePASS programs, which allows students to attend concerts for $5 and $10, respectively

- Increased marketing and digital media to heighten awareness of the CSO
- Audience development initiatives to retain old and attract new patrons
- Resource development efforts to deepen the CSO's relationship with current donors and attract new corporate and individual supporters.

In addition, the CSO continues to implement initiatives to make classical music more accessible, enhance the concert experience, retain and attract new audiences, and deepen our relationship with donors. Ongoing tactics include

- Simplifying concert information on our website and in marketing materials
- Providing Symphony 101 information for new attendees
- Holding post-concert receptions where patrons meet guest artists and musicians
- Hosting open rehearsals for donors and other special events
- Improving follow up with audiences after each concert.

A 2002 study by the John S. and James L. Knight Foundation indicates that 60% of adults express at least some interest in classical music, and nearly one-third of adults regularly fit classical music into their lives via radio or recordings, but fewer than 5% are regular patrons of their local orchestras. Approximately one in four adults are potential orchestra ticket buyers, but only half of those who express the highest levels of interest in attending classical music concerts ever attend, even infrequently.

And then there's this: industry statistics show that 90% of new ticket buyers do not return, making an audience development plan crucial to an orchestra's growth. We know that attracting new ticket buyers is no small feat and the CSO continues to make a strategic effort to both attract and retain new patrons in order to both grow and sustain our audience base. CSO's leadership is committed to reach new audiences in unexpected ways, from collaborating with community service, educational and other arts organizations; to bringing our music to the people in new and interesting locations across the city and county; to redefining the concert experience using technology and other initiatives.

During the past season, the CSO performed for approximately 30,000 adults and children at subscription, educational, and free public concerts such as CarmelFest or this year's first ever *Symphony on the Go* concert on the Sun King terrace at Midtown Plaza. 2020-2021 marks the CSO's 45th season of providing outstanding orchestral concerts to the citizens of Carmel and surrounding communities. Our audience continues to include patrons from outside the Indianapolis metro area and even the state. Throughout its existence, the CSO has continually enhanced our community's quality of life in a fiscally responsible manner through creative, artistically excellent performances, and educational experiences for diverse audiences of all ages. In addition, the CSO has become an important player for the Center for the Performing Arts and in the economic development of Carmel.

While we continue to look for ways to increase our audience base and ticket sales revenue, the CSO is also well-supported by individual donors, the business community through concert

sponsorships, gifts, matching contributions, and in-kind donations of services and office space. We continue to review our marketing and resource development efforts to better understand our funder base and find new and creative ways to solicit their support.

Among other things, funding from the City of Carmel will help to underwrite our *Masterworks* and *Pops* subscription series as well as educational concerts. While the 2020-2021 season is still being finalized, it will feature five *Masterworks* concerts showcasing the CSO at the Palladium; four *Pops* concerts; several *Symphony on the Go* performances through which we bring the music to the people (inluding three potential concerts at Midtown Plaza where the symphony hopes to play live for movies shown on the Plaza screen); as well as separate educational initiatives including *Family Fun!* during which audience members sit on the stage with the orchestra, two *Sounds Exciting* performances for 5th grade students, a new Halloween for Kids concert featuring a "Dress As Janna" costume contest, and a *Side by Side* concert with local high school orchestra students and featuring the winner of the CSO's *Young Artist Competition*. City funding also sponsors the CSO's performance at CarmelFest on the 4th of July, the brass quintet at the Carmel Holiday Tree Lighting during Holiday at Center Green and the Christkindlmarkt, and at various other civic and community events.

Educational programming and outreach to youth is one of the CSO's top priorities. Studies show that creating, performing, and responding to music improves students' success in school, work, and life. Whether preschooler or high school senior, playing in an orchestra fosters discipline and teamwork, as well as individual skill and expression. The Carmel Symphony Orchestra continues to encourage a "family-friendly" atmosphere at concerts and as a result, the CSO programs concerts that entertain and educate the broadest possible audience, including audiences who do not traditionally attend orchestral concerts. The eclectic programming, affordable ticket price and YouthPASS and CollegePASS programs have attracted family audiences from a broad range of ethnic and socioeconomic backgrounds. Twenty percent of our annual audience members are students and youth and between our major educational initiatives more than 4,000 children and students under the age of eighteen heard the CSO in concert this past season for $5 or less.

Sounds Exciting! is our signature educational concert designed especially for elementary school students, who are at the age when they are deciding if they want to play a musical instrument and participate in school band and orchestra. These concerts draw as many as 2,000 students, including every 5th grade student in the Carmel-Clay system as well as students from Westfield-Washington, Heritage Christian, and other local schools, to the Palladium for performances that showcase a wide repertoire. A teacher survey is conducted after each concert. Additionally, the CSO has developed an advisory committee of music teachers from the Carmel-Clay 5chools to help the orchestra plan future programs and projects that will be a resource for teachers to use in supplementing state music curriculum.

The CSO also nurtures the careers of young musicians through its annual *Young Artist Competition*. With support from the Carmel Symphony Orchestra League and Meridian Music, the CSO conducts a juried competition open to any instrumental music student who is a legal

resident of the State of Indiana. Typically this competition draws applications from more than 40 talented junior high and high school students. The winner receives a $1,000 prize and is presented in concert as a soloist with the full orchestra at the Palladium.

A new educational program, geared toward adults in the medical and counseling fields as well as those providing care, is also in the works for 2020-2021. While still in the planning stages, the CSO has reached out to current and potential sponsors to fund a "music and the mind" type series that will explore how music positively impacts – and in some cases encourages healing of – the mind, body and emotions. A range of studies show that music heals the soul and the CSO hopes to work with professional healers to not only educate them about this important resource, but potentially bring music to the people who can benefit the most.

And finally, the CSO is thrilled to be collaborating on a production of Stephen Sondheim's *Sweeney Todd, The Demon Barber of Fleet Street* with Actors Theatre of Indiana (ATI), to be mounted for two nights in February. This first-ever partnership will marry the talents of two of Carmel's greatest arts assets, bringing to life a staged concert production of one of the signal achievements of the American Musical Theatre in the last 50 years.

With a total budget of roughly $75,000, the CSO and ATI have agreed to split all costs – and revenues - equally. CSO Music Director Janna Hymes and ATI Artistic Director Don Farrell have been working together for well over a year to figure out the logistics of bringing actors and musicians together, and with the support of the Center for the Performing Arts and the Palladium, it is finally becoming a reality. Executive Directors from both organizations are now in the process of identifying potential sponsors while their marketing teams have started promotions. As a matter of fact, a simple save-the-date press announcement (which as of this writing had not even been publicized) has already resulted in ticket sales to members of the press and their families.

It is our belief that not only does this joint production of Sweeney Todd have the potential to fill the house both nights, but it also will introduce CSO patrons to ATI and vice versa, further cementing the place of both organizations in the Carmel and Central Indiana arts communities. As a result, we are requesting additional funding from the City of Carmel through it Arts Grant Program to help support the CSO's production-related costs.

As we look ahead to our 45th season in 2020-2021, the Carmel Symphony Orchestra remains committed to this guiding principal – *Music has the power to change lives*. We deeply appreciate the financial and moral support we have received from the City of Carmel over the past many years, and look forward to a successful, ongoing partnership in the future.

EXHIBIT B

Carmel Symphony Orchestra
Budget FY 19-20
July 2019 - June 2020

		Total
INCOME		
4100 Concert Income		0.00
4110 Subscription		145,958.00
4120 Single		28,587.00
Total 4100 Concert Income	$	**174,545.00**
4200 Concert Sponsorship		0.00
4210 Concerts		132,500.00
4220 Musicians		40,000.00
Total 4200 Concert Sponsorship	$	**172,500.00**
4300 Donations		0.00
4360 General Donations		90,000.00
Total 4300 Donations	$	**90,000.00**
4400 Grant Income		0.00
4410 Government Grants		293,222.00
4420 Corp/Foundation Grant		30,000.00
Total 4400 Grant Income	$	**323,222.00**
4610 Fundraising Event Income		27,400.00
4620 Program Advertisements		15,000.00
4630 Young Artist		7,250.00
4800 Interest Income		0.00
4810 Interest Income		3,000.00
Total 4800 Interest Income	$	**3,000.00**
4900 In Kind Contributions		265,000.00
Total Income	$	**1,077,917.00**
Gross Profit	$	**1,077,917.00**
EXPENSES		
5000 Payroll Expenses		0.00
5010 Salaries & Wages - Admin		135,320.16
5020 Salaries & Wages - Artist		178,985.16
5040 Contracted Musicians		136,745.00
5100 FICA/Medicare		24,044.36
Total 5000 Payroll Expenses	$	**475,094.68**
6000 Concert Expense		0.00
6010 Auditorium Rental		91,000.00
6020 Guest Artist Fees		40,650.00
6040 Guest Artists Expenses		500.00
6050 Cartage		250.00
6060 Equipment Rental		2,500.00
6070 Music		12,000.00
6080 Transportation		13,327.50

Total 6000 Concert Expense	$	**160,227.50**
6100 Rent		1,812.00
6200 Professional Fees		0.00
6210 Accounting		45,500.00
6220 Development		7,000.00
6230 Graphic Design		12,000.00
6250 Other Professional Fees		10,000.00
Total 6200 Professional Fees	$	**74,500.00**
6300 Office Expenses		0.00
6310 Office Supplies		5,000.00
6320 Postage and Shipping		2,000.00
6340 Printing and Reproduction		12,000.00
6350 Equipment Rental (Non-Concert)		3,000.00
6360 Equipment Purchase		2,000.00
Total 6300 Office Expenses	$	**24,000.00**
6400 Telephone & Internet		0.00
6410 Telephone		2,300.00
6420 Internet		1,200.00
Total 6400 Telephone & Internet	$	**3,500.00**
6500 Travel		0.00
6510 Mileage and Parking		600.00
6520 Meals		7,000.00
Total 6500 Travel	$	**7,600.00**
6600 Advertising and Marketing		40,000.00
6610 Dues and Subscriptions		2,600.00
6620 Licenses and Permits		1,700.00
6700 Fundraising Expenses		11,000.00
6710 Young Artist Competition		2,700.00
6800 Insurance		0.00
6810 Liability Insurance		1,200.00
6820 Directors and Officers		900.00
6830 Workers Compensation		2,000.00
Total 6800 Insurance	$	**4,100.00**
6910 Credit Card Fees		4,000.00
7900 In Kind Expenses		265,000.00
Total Expenses	$	**1,077,834.18**
Net Operating Income	$	**82.82**
Net Income	$	**82.82**

SWEENEY TODD @ THE PALLADIUM, 2/21-22/2020: ATI and CSO Production Budget

EXPENSES	Amount	Comments
Salaries & Wages		
Concertmaster	750	
Strings	5961	
Percussion & Bass	5903	
Stage Manager	150	
Payroll Taxes	965	
Independent Contractors	13782	31 musicians, 1 artistic director, 1 assistant - 6 services @ $2,297 per
ATI Salaries, Scenic, Costumes	30000	
Palladium Fees		
Rental	3000	
Tessitura	1020	
Advertising & Marketing	10000	
Program Booklet, printing	2000	
Sponsor Banners, etc	1000	
Graphic Design		
Copyright Fees & Royalties	10000	
Artistic Expenses		
Licensing Rights		
Music/Score Rental		
Advance Pack		
Processing Fees		
Piano Tunings	500	
Sponsorship Costs	500	
Community Engagement	1000	
Bloodbank, etc		
Receptions: Sponsors, VIPs	5000	
TOTAL EXPENSES	**91531**	

EXHIBIT C

SS-C02

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

To Whom These Presents Come, Greeting:

CERTIFICATE OF INCORPORATION

CARMEL SYMPHONY ORCHESTRA, INC.

I, LARRY A. CONRAD, Secretary of State of the State of Indiana, hereby certify that Articles of Incorporation of the above not-for-profit corporation, in the form prescribed by this Office, prepared and signed in duplicate by the Incorporator(s) and acknowledged and verified by the same before a Notary Public, have been presented to me at this office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the duplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in this office; and that the remaining copy(ies) of such Articles bearing the endorsement of my approval and filing has (have) been returned by me to the incorporator(s) or his (their) representatives; all as prescribed by the Indiana Not-For-Profit Corporation Act of 1971.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existance has begun.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 10th *day of* December *19* 76

LARRY A. CONRAD, Secretary of State

By _____ *Deputy*

EXHIBIT D

Internal Revenue Service
District Director

Department of the Treasury

Date: MAY 11 1979

Our Letter Dated:
November 17, 1977
Person to Contact:
Delores A. Dunn:sah
Contact Telephone Number:
513-684-3578

Carmel Symphony Orchestra, Inc.
410 Second Avenue NE
Carmel, IN 46032

CIN: EO: '791080

Gentlemen:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(1) *. Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) * status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) * organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

* & 170(b)(1)(A)(vi)

cc: Alan J. Dansker
2700 Indiana Tower
One Indiana Square
Indianapolis, IN 46204

D. L. James, Jr.
District Director

This modification letter supersedes our letter dated January 15, 1979, which classified you as a private foundation.

P.O. Box 2508, Cincinnati, Ohio 45201

Letter 1050 (DO) (7-

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Jeanelle Adamak, an authorized representative of Carmel Symphony Orchestra ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the calendar year ending 2018 totaled $ 713,337.21.

Jeanelle Adamak
Signature
Printed Name Jeanelle Adamak

Subscribed and sworn to before me, the undersigned Notary Public, this 20th day of November, 2019.

Sharon M. Kibbe
Signature - Notary Public

Printed Name Sharon M. Kibbe

Resident of Hamilton County, Indiana

My Commission Expires: July 12, 2026

[SEAL]

NOTARY PUBLIC SEAL INDIANA
SHARON M. KIBBE
Resident of Hamilton Co.
My Commission Expires
July 12, 2026

Carmel Symphony Orchestra
Balance Sheet
As of October 31, 2019

		Total
ASSETS		
Current Assets		
Bank Accounts		
1010 UFB Checking1170		11,469.29
1020 UFB Savings 1183		55,178.24
1025 UFB Strategic Savings 1196		30,211.63
1030 Lake City Bank		0.00
1040 NBI Money Market		3,290.26
1050 Bank Account - League		10,780.23
Total Bank Accounts	$	**110,929.65**
Accounts Receivable		
1200 Accounts Receivable		10,000.00
Total Accounts Receivable	$	**10,000.00**
Other Current Assets		
1400 Prepaid Expenses		7,247.57
Total Other Current Assets	$	**7,247.57**
Total Current Assets	$	**128,177.22**
Other Assets		
1080 CICF Endowment Fund		0.00
Total Other Assets	$	**0.00**
TOTAL ASSETS	$	**128,177.22**
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 Accounts Payable		28,172.66
Total Accounts Payable	$	**28,172.66**
Other Current Liabilities		
2110 Withholding/FICA/Medicare		-0.01
2700 Deferred Revenue		66,764.13
Total Other Current Liabilities	$	**66,764.12**
Total Current Liabilities	$	**94,936.78**
Total Liabilities	$	**94,936.78**
Equity		
3000 Opening Bal Equity		45,775.99
3010 Retained Earnings-permanently		0.00
3050 Retained Earnings		98,948.54
Net Income		-111,484.09
Total Equity	$	**33,240.44**
TOTAL LIABILITIES AND EQUITY	$	**128,177.22**

Carmel Symphony Orchestra
Profit and Loss
July - October, 2019

	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Total
Income					
4100 Concert Income			10,000.00	12,086.00	22,086.00
4200 Concert Sponsorship				2,428.56	2,428.56
4300 Donations	7,065.57	3,700.00	4,989.00	14,415.00	30,169.57
4400 Grant Income	21,000.00		10,166.50		31,166.50
4610 Fundraising Event Income		500.00	3,500.00	18,172.51	22,172.51
4690 Program Advertisements	600.00			1,000.00	1,600.00
4800 Interest Income	8.18	9.92	7.26	7.26	32.62
4900 In Kind Contributions	13,681.25	13,681.25	13,681.25	13,681.25	54,725.00
Total Income	**$ 42,355.00**	**$ 17,891.17**	**$ 42,344.01**	**$ 61,790.58**	**$ 164,380.76**
Gross Profit	**$ 42,355.00**	**$ 17,891.17**	**$ 42,344.01**	**$ 61,790.58**	**$ 164,380.76**
Expenses					
5000 Payroll Expenses	44,885.70	23,607.03	32,146.74	41,078.49	141,717.96
6000 Concert Expense	4,011.69	210.01	5,526.67	12,481.47	22,229.84
6100 Rent	151.00	151.00	151.00	151.00	604.00
6200 Professional Fees	775.00	6,069.95	16,893.93	4,322.45	28,061.33
6300 Office Expenses	2,360.18	454.43	1,026.78	521.39	4,362.78
6400 Telephone & Internet	93.70	548.62	318.92	318.92	1,280.16
6500 Travel	503.10	528.91	440.07	1,571.18	3,043.26
6600 Advertising and Marketing	273.00	200.00	2,681.10	1,062.50	4,216.60
6610 Dues and Subscriptions				240.00	240.00
6620 Licenses and Permits				816.99	816.99
6700 Fundraising Expenses				9,548.14	9,548.14
6800 Insurance	3,725.00	223.00			3,948.00
6900 Bank Service Charges	32.00	92.19	14.29	282.76	421.24
6910 Credit Card Fees	122.90	87.45	100.45	88.75	399.55
6920 Other Expenses			250.00		250.00
7900 In Kind Expenses	13,681.25	13,681.25	13,681.25	13,681.25	54,725.00
Total Expenses	**$ 70,614.52**	**$ 45,853.84**	**$ 73,231.20**	**$ 86,165.29**	**$ 275,864.85**
Net Operating Income	**-$ 28,259.52**	**-$ 27,962.67**	**-$ 30,887.19**	**-$ 24,374.71**	**-$ 111,484.09**
Net Income	**-$ 28,259.52**	**-$ 27,962.67**	**-$ 30,887.19**	**-$ 24,374.71**	**-$ 111,484.09**

Monday, Nov 18, 2019 01:08:26 PM GMT-8 - Accrual Basis

EXHIBIT E

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

A For the 2017 calendar year, or tax year beginning JUL 1, 2017 and ending JUN 30, 2018

B Check if applicable: [ ] Address change [ ] Name change [ ] Initial return [ ] Final return/terminated [ ] Amended return [ ] Application pending

C Name of organization: CARMEL SYMPHONY ORCHESTRA, INC

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 760 3RD AVENUE SW, STE 102 | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: CARMEL, IN 46032

D Employer identification number: 31-0918565

E Telephone number: 317-844-9717

G Gross receipts $ 582,551.

F Name and address of principal officer: ALAN DAVIS
760 3RD AVENUE SW, STE 102, CARMEL, IN 4603

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. (see instructions)

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: ▶ WWW.CARMELSYMPHONY.ORG

H(c) Group exemption number ▶

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other ▶

L Year of formation: 1975 M State of legal domicile: IN

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: TO ORGANIZE AND SUSTAIN A SYMPHONIC ORCHESTRA IN THE HAMILTON COUNTY AREA

2 Check this box ▶ [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	17
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	17
5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	5	45
6	Total number of volunteers (estimate if necessary)	6	17
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	13,055.
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	432,487.	459,188.
	9	Program service revenue (Part VIII, line 2g)	227,225.	102,624.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	265.	123.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	17,116.	17,075.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	677,093.	579,010.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	244,214.	316,951.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 51,999.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	450,619.	308,660.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	694,833.	625,611.
	19	Revenue less expenses. Subtract line 18 from line 12	-17,740.	-46,601.
			Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	299,168.	252,567.
	21	Total liabilities (Part X, line 26)	0.	0.
	22	Net assets or fund balances. Subtract line 21 from line 20	299,168.	252,567.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ RICK HARRISON, TREASURER
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
JILL M. BOYLE, CPA	JILL M. BOYLE, CPA	05/15/19		P01246734

Firm's name ▶ SIKICH, LLP — Firm's EIN ▶ 36-3168081

Firm's address ▶ 8555 NORTH RIVER ROAD, SUITE #300
INDIANAPOLIS, IN 46240 — Phone no. 317-842-4466

May the IRS discuss this return with the preparer shown above? (see instructions) [X] Yes [ ] No

EXHIBIT F

Board of Directors
2019-2020

Mike Donahue	Newgrange Consulting	Chair
Luci Snyder	Commercial Real Estate Consultant	Vice-Chair
Randy Biernat	BKD, LLP	Treasurer
Rob Schlegel	Neumann-Schlegel-Burrows, LLC	Secretary
Larry Lawhead	Barnes & Thornburg LLP	Past Chair
John Adams	General Motors Corporation (ret.)	Director
Susan Anderson	Diabetes and Cardiometabolic Medicine	Director
Bruce Cordingly	Pedcor Companies	Director
Bill Culpepper	SePRO Corporation	Director
Chuck Duke	Duke People Development	Director
Peter Fulgenzi	IU Health	Director
Rick Harrison	SYM Financial Advisors	Director
Stan Hurt	HVAC Distributor (ret.)	Director
Jim Streeter	Streeter Consulting LLC	Director
Reinhold Strnat	Magnet-Physics Inc.	Director
Jerry Torr	Hamilton Title	Director
Dr. George Zack	Lexington Philharmonic Orchestra (ret.)	Director
Kris Zaloudek	Violin Teacher	Orchestra Rep

EXHIBIT G

City of Carmel Arts Grant Program
Final Report 2018-2019

One of the Carmel Symphony Orchestra's (CSO) greatest assets is the opportunity to perform at the Palladium as the Resident Orchestra, and we value this partnership with the Center for the Performing Arts. It raises the artistic level of the orchestra and is a significant factor in our financial and artistic growth and success. The CSO's 2018-19 season, our 43rd, marked the second season for Maestro Janna Hymes, our Music Director, and introduction of our new Executive Director, Jeanelle Adamak, in February 2019. Guest artists who performed with the CSO last season included: Jon Nakamatsu, Indianapolis Children's Choir, Sarah Kate Walston, Jeff Midkiff, Irina Mursesanu and the Anderson Symphonic Choir.

As is the national trend, season ticket sales were down slightly, but roughly one quarter of the house (slightly fewer than 400 seats) still sold in subscriptions, and overall attendance averaged just above 900 per concert. In addition, we retained all our sponsors.

During the past season, the CSO continued to emphasize our educational mission with these programs:

- *Sounds Exciting!* Concerts – These concerts for 5th grade students are designed to suppliment state curriculum guidelines and to encourage students to make a decision to play an instrument. Approximately 2,000 students and nearly 100 teachers and chaperones from Hamilton and surrounding counties were in attendance. Area music teachers meet with symphony staff to help to design these concerts to insure they meet the educational needs of their students. During this process, we gain invaluable input from teachers as to how the CSO can better serve schools and target programming to supplement curriculum goals. We then create and distribute a 'newsletter' to all the music teachers and students in advance to help them prepare for their concert experience.
- *Family Fun!* – This interactive concert allows young children to sit by our musicians on the Palladium stage to watch music being made. *Family Fun!* is followed by an instrument petting zoo, which allows children to try various orchestral instruments they just heard and observed.

- YouthPASS – This special offer allows children and students through high school to attend concerts for $5. This remains an important factor in the continual growth of CSO audiences each season. The $10 CollegePASS also helped to grow our younger audience.
- Young Artist Competition – An annual juried competition open to instrumental or piano students who reside within the State of Indiana. The winner receives a $1,000 prize and performs as soloist with the full orchestra at the Palladium.
- Musician Mentoring – This occurs at every rehearsal with the professional principal of each section coaching the avocational musicians, and thus serving as their mentor. This makes the CSO unique and successful in its mission to serve life-long learners. The CSO employs principal players in each section. A significant number of our musicians are community volunteers who range from students through retirees.
- *Music Matters* – This program, led by the Music Director and guest artists, served as another educational opportunity in an informal setting. The program highlights interesting perspectives on the concert's composers and their music, followed by a Q&A session. The increased popularity of *Music Matters* shows that our patrons are eager to learn more in order to enhance their concert experience.
- *Symphony on the Go* – These new events offered by the CSO, provided three programs at locations outside of the Palladium to reach audiences not otherwise accessible. The CSO responded to feedback that mobility and cost limited audience accessbility. These locations at Midtown, Carmelfest and Mallow Run allowed the CSO to provide free performances to introduce audiences in diverse locations to a variety of music. It was estimated the CSO reached over 1,200 audience members of a variety of ages.

Finally, while the CSO finished FY19 with a slight deficit, the orchestra remains with a continued base of solid financial support.

City of Carmel Project 18-ENG-08
136th Multi-Use Path and Pedestrian Bridge

CHANGE ORDER #4

Change in Contract to include additional costs for removal of existing concrete median to accommodate revisions to the Wall #4 crosswalk.

Contract Price prior to this Change Order	$1,785,469.31
Contract Price will be increased by this Change Order	$3,290.97
New Contract Price including this Change Order	$1,788,760.28

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	$1,775,981.08	N/A	N/A
CO 001	($15,099.91)	$1,760,881,17	-0.85%
CO 002	$2,563.14	$1,763,444.31	-0.71%
CO 003	$22,025.00	$1,785,469.31	0.39%
CO 004	$3,290.97	$1,788,760.28	0.72%

CITY OF CARMEL

TO:

CONTRACT CHANGE ORDER NO.: 4
DATE: 01/09/2020

PROJECT NAME: 18-ENG-08 MULTI-USE PATH ALONG 136TH ST. FROM RANGELINE RD. TO STADIUM DR.

CITY REQ. NO.:

CITY PO NO.: 102757

CITY PO DATE: 03/27/2019

I. You are directed to make the following changes in this Contract:

a. See Page 2 for all changes to contract

ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS

*See Page 2 for all changes to contract

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: _____ W.D.C. No.: _____
Other: Change Order 4

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order	$ 1,785,469.31
Contract Price will be increased/decreased by this Change Order	$ 3,290.97
New Contract Price including this Change Order	$ 1,788,760.28

Contract Time Prior to this Change Order N/A Days N/A Completion Date

Net increased/decreased resulting from this Change Order N/A Days

Current Contract Time including this Change Order N/A Days N/A Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended	The Above Changes Are Accepted:	Approved:
Clark Dietz, Inc.	Schuff - Lockabill Co. Inc.	
ENGINEER	CONTRACTOR	James Brainard, Mayor
8900 Keystone Crossing	4050 Rockville Rd	
Address	Address	Mary Ann Burke, Member
Suite 475		
Indianapolis, IN 46240	Indianapolis, IN 46222	Lori Watson, Member
City/State/Zip	City/State/Zip	Jeremy Kaihman, P.E., City Engineer
By:	By:	ATTEST:
Phone: 219 – 775 - 1427	Phone: 317-484-1500	SUE WOLFGANG, CITY CLERK
Date: 1-9-20	Date: 1/9/2020	Date:

Schutt-Lookabill Co., Inc.
Labor Cost
City of Carmel
Crosswalk Removal

Date	Employee	Craft	Type	Hours	Rate	Total
12/11/19	Allen, Randy	Foreman	Regular	4.0	$ 67.89	$ 271.56
12/11/19	McClure, Daniel	Operator	Regular	2.0	$ 67.18	$ 134.36
12/11/19	Davis, Karl	Laborer	Regular	2.0	$ 48.83	$ 97.66
12/11/19	Petersen, James	Foreman	Regular	8.0	$ 61.27	$ 490.16
12/11/19	Williams, Jimmy	Laborer	Regular	8.0	$ 49.09	$ 392.72
12/12/19	Petersen, James	Foreman	Regular	3.0	$ 61.27	$ 183.81
12/12/19	Williams, Jimmy	Laborer	Regular	3.0	$ 49.09	$ 147.27
12/13/19	Allen, Randy	Foreman	Regular	2.0	$ 67.89	$ 135.78
	Total:			32.0		$ 1,853.32

Schutt-Lookabill Co., Inc.
Material Cost
City of Carmel
Crosswalk Removal

Date	Vendor	Description	Amount
12/12/2019	Schutt-Lookabill	Miscellaneous - Trucking/Disposal/Sawing	$ 300.00
			$ 300.00

From:	Cody M. Niles
To:	bobbowlensic@hotmail.com
Subject:	Fwd: 136th St Greyhound Trail Pedestrian Crossing
Date:	Wednesday, October 23, 2019 4:04:39 PM
Attachments:	18-ENG-08 136th St. Plan Revisions.pdf ATT00001.htm

---

Bob,

Crosswalk revisions attached. Per our discussion at today's progress meeting, please confirm that we're ok using unit pricing for this work.

Thank you,
Cody

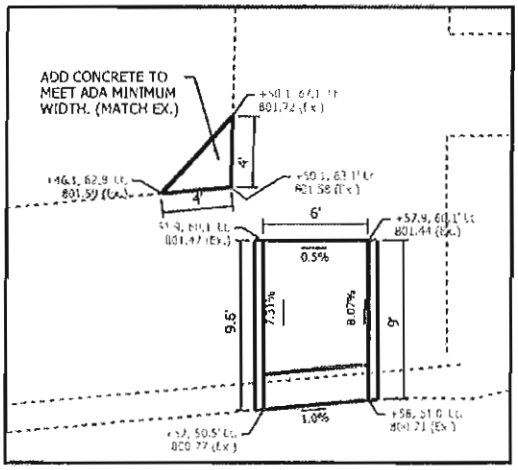
Begin forwarded message:

> **From:** "Allen D. Van Den Boom" <Allen.VanDenBoom@clarkdietz.com>
> **Date:** October 17, 2019 at 4:21:23 PM EDT
> **To:** "Cody M. Niles" <Cody.Niles@clarkdietz.com>
> **Cc:** Jim Loew <Jim.Loew@clarkdietz.com>
> **Subject: 136th St Greyhound Trail Pedestrian Crossing**
>
> Good afternoon Cody,
>
> Attached are new details for the pedestrian crossing at 19+52"A" near the Greyhound Trail. Please let us know if you have any questions.
>
> Thanks, Allen.

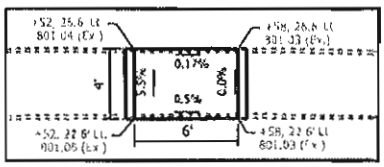
Allen D. Van Den Boom
Clark Dietz, Inc. 8900 Keystone Crossing, Suite 475, Indianapolis, IN 46240
p 317.808.3143
allen.vandenboom@clarkdietz.com / clarkdietz.com

CURB RAMP REVISIONS

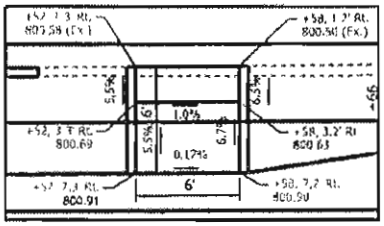
NOTE:
THE FOLLOWING SPOT ELEVATION DETAILS SHALL REPLACE THE SPOT ELEVATION DETAILS ON SHT. 21 OF THE FINAL TRACINGS PLANS FOR PROJECT NO. 18-ENG-08.



CRUB RAMP ADDITION- 19+52"A"



MEDIAN CURB CUT ADDITION- 19+52"A"



CURB RAMP REVISION- 19+52"A"

SCALE: 1" = 5'

Draft

City of Carmel Project 18-ENG-08
136th Multi-Use Path and Pedestrian Bridge

CHANGE ORDER #5

Change in Contract to include additional costs for adjusting existing section corner monument to grade.

Contract Price prior to this Change Order	$1,788,760.28
Contract Price will be increased by this Change Order	$290.95
New Contract Price including this Change Order	$1,789,051.23

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	$1,775,981.08	N/A	N/A
CO 001	($15,099.91)	$1,760,881,17	-0.85%
CO 002	$2,563.14	$1,763,444.31	-0.71%
CO 003	$22,025.00	$1,785,469.31	0.39%
CO 004	$3,290.97	$1,788,760.28	0.72%
CO 005	$290.95	$1,789,051.23	0.74%

CITY OF CARMEL

TO:

CONTRACT CHANGE ORDER NO.: 5
DATE: 01/09/2020

PROJECT NAME: 18-ENG-08 MULTI-USE PATH ALONG 136TH ST. FROM RANGELINE RD. TO STADIUM DR.

CITY REQ. NO.:

CITY PO NO.: 102757

CITY PO DATE: 03/27/2019

I. You are directed to make the following changes in this Contract:

a. See Page 2 for all changes to contract

ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS

*See Page 2 for all changes to contract

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: W.D.C. No.:
Other: Change Order 5

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order	$ 1,788,760.28
Contract Price will be increased/decreased by this Change Order	$ 290.95
New Contract Price including this Change Order	$ 1,789,051.23

Contract Time Prior to this Change Order N/A Days N/A Completion Date

Net increased/decreased resulting from this Change Order N/A Days

Current Contract Time including this Change Order N/A Days N/A Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended	The Above Changes Are Accepted:	Approved:
Clark Dietz, Inc.	Schutt-Lowkabill Co. Inc.	
ENGINEER	CONTRACTOR	James Brainard, Mayor
8900 Keystone Crossing	4050 Rockville Rd	
Address	Address	Mary Ann Burke, Member
Suite 475		
Indianapolis, IN 46240	INDIANAPOLIS, IN 46222	Lori Watson, Member
City/State/Zip	City/State/Zip	Jeremy Rashman, PE, City Engineer
By:	By:	ATTEST:
Phone: 219 – 775 - 1427	Phone: 317-484-1500	SUE WOLFGANG, CITY CLERK
Date: 1-9-20	Date: 1/9/2020	Date:

Schutt-Lookabill Co., Inc.
Labor Cost
City of Carmel
Raise Center Monument

Date	Employee	Craft	Type	Hours	Rate	Total
12/13/19	Allen, Randy	Foreman	Regular	3.0	$ 67.89	$ 203.67
	Total:			3.0		$ 203.67

Schutt-Lookabill Co., Inc.
Material Cost
City of Carmel
Raise Center Monument

Date	Vendor	Description	Amount
12/13/2019	Schutt-Lookabill	Miscellaneous Material	$ 40.00
			$ 40.00

From: Cody M. Niles [mailto:Cody.Niles@clarkdietz.com]
Sent: Monday, December 9, 2019 10:51 AM
To: Littlejohn, David W
Subject: FW: Carmel Project 18-ENG-08 136th St. Multi-Use Path Section Corner Coordination

****** This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. ******

David,

I spoke with Hamilton Co. Surveying again today and confirmed that the monument in the median curb on 136th St. and Stadium Dr. does not belong to them. Per their documentations, it is thought that the monument actually belongs to the City of Carmel. I know we spoke last week regarding this, but can we double check on whether or not Carmel owns this? I'm at a bit of a loss on this one...

Thanks,

Cody M. Niles, PE
Clark Dietz, Inc.
219.775.1427

From: Bob King <Bob.King@hamiltoncounty.in.gov>
Sent: Monday, December 9, 2019 10:37 AM
To: Cody M. Niles <Cody.Niles@clarkdietz.com>
Cc: Brian Rayl <Brian.Rayl@hamiltoncounty.in.gov>; Bob Bowlen <bobbowlenslc@hotmail.com>
Subject: RE: Carmel Project 18-ENG-08 136th St. Multi-Use Path Section Corner Coordination

Cody,

The monument you found inside the casting I think is a centerline control monument possibly from the Keystone roundabout construction. Our section corner is currently a mag nail at the surface 29.8' south of that steel pin inside the casting. I have attached an aerial and a tie sheet showing the location of our monument. If you have any other questions, please let me know.

Thanks

Bob King

From: Cody M. Niles <Cody.Niles@clarkdietz.com>
Sent: Thursday, November 21, 2019 1:05 PM
To: Bob King <Bob.King@hamiltoncounty.in.gov>
Cc: Brian Rayl <Brian.Rayl@hamiltoncounty.in.gov>; Bob Bowlen <bobbowlenslc@hotmail.com>
Subject: RE: Carmel Project 18-ENG-08 136th St. Multi-Use Path Section Corner Coordination

Cc: Bob King <Bob.King@hamiltoncounty.in.gov>; Brian Rayl <Brian.Rayl@hamiltoncounty.in.gov>; Bob Bowlen <bobbowlenslc@hotmail.com>
Subject: RE: Carmel Project 18-ENG-08 136th St. Multi-Use Path Section Corner Coordination

Thanks, Gary.

Bob and Brian: In my past experience, this work has been performed by the Contractor and verified by the County. I believe the County needs shots on the existing monument prior to removal and re-setting, is that correct? Schutt-Lookabill is the Contractor for this project, and I've CC'd their Superintendent Bob Bowlen on this email so this work can be coordinated directly.

If there's anything you need from me, please don't hesitate to email or call.

Thank you,

Cody M. Niles, PE
Clark Dietz, Inc.
219.775.1427

From: Gary Duncan <Gary.Duncan@hamiltoncounty.in.gov>
Sent: Thursday, November 21, 2019 8:18 AM
To: Cody M. Niles <Cody.Niles@clarkdietz.com>
Cc: Bob King <Bob.King@hamiltoncounty.in.gov>; Brian Rayl <Brian.Rayl@hamiltoncounty.in.gov>
Subject: RE: Carmel Project 18-ENG-08 136th St. Multi-Use Path Section Corner Coordination

Good morning Mr. Niles. Bob King and Brian Rayl coordinate the section corners for the County. I am actually not certain if this work is customarily performed by the Contractor (and then checked by the County) or if the County does the work.

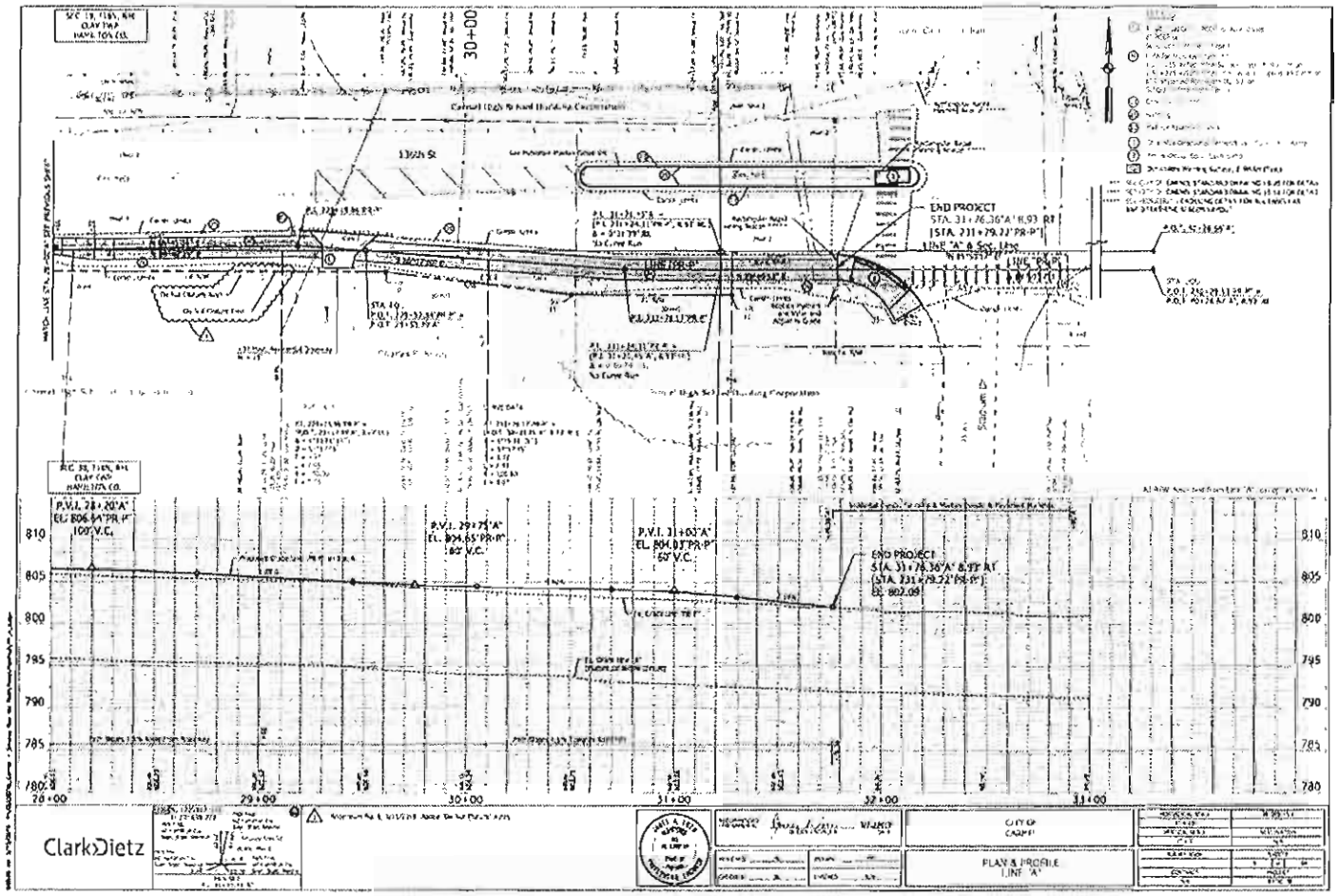
Thanks so much,

Gary

From: Cody M. Niles <Cody.Niles@clarkdietz.com>
Sent: Thursday, November 21, 2019 08:14
To: Gary Duncan <Gary.Duncan@hamiltoncounty.in.gov>
Cc: Bob King <Bob.King@hamiltoncounty.in.gov>
Subject: Carmel Project 18-ENG-08 136th St. Multi-Use Path Section Corner Coordination

Hi Gary,

I'm working on Carmel project 18-ENG-08 on 136th St. in Carmel. There is an existing section corner monument that lies within a new median curb that needs to be raised to grade. This monument was not shown on the plans, therefore no prior coordination has occurred. Can you point me in the right direction for coordinating this work with the County?


30+00
END PROJECT
STA. 31+76.36"A" 8.93' RT
[STA. 231+79.22"PR-P"]
LINE "A" & Sec. Line
P.V.I. 28+20"A"
EL. 806.64"PR-P"
100' V.C.
P.V.I. 29+75"A"
EL. 804.65"PR-P"
80' V.C.
P.V.I. 31+03"A"
EL. 804.03"PR-P"
60' V.C.
END PROJECT
STA. 31+76.36"A" 8.93' RT
[STA. 231+79.22"PR-P"]
EL. 802.09
810
805
800
795
790
785
780
28+00
29+00
30+00
31+00
32+00
33+00
ClarkDietz
CITY OF
CASEY
PLAN & PROFILE
LINE "A"

City of Carmel Project 18-ENG-08 136th Multi-Use Path and Pedestrian Bridge

CHANGE ORDER #6

Change in Contract to include additional costs for protection of existing utilities in conflict with multi-use path located at First Ave. and Pedestrian Bridge over Cool Creek.

Contract Price prior to this Change Order	$1,789,051.23
Contract Price will be increased by this Change Order	$1,858.46
New Contract Price including this Change Order	$1,790,909.69

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	$1,775,981.08	N/A	N/A
CO 001	($15,099.91)	$1,760,881,17	-0.85%
CO 002	$2,563.14	$1,763,444.31	-0.71%
CO 003	$22,025.00	$1,785,469.31	0.39%
CO 004	$3,290.97	$1,788,760.28	0.72%
CO 005	$290.95	$1,789,051.23	0.74%
CO 006	$1,858.46	$1,790,909.69	0.84%

CITY OF CARMEL

TO:

CONTRACT CHANGE ORDER NO.: 6
DATE: 01/09/2020

PROJECT NAME: 18-ENG-08 MULTI-USE PATH ALONG 136TH ST. FROM RANGELINE RD. TO STADIUM DR.

CITY REQ. NO.:

CITY PO NO.: 102757

CITY PO DATE: 03/27/2019

I. You are directed to make the following changes in this Contract:

a. See Page 2 for all changes to contract

ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS

*See Page 2 for all changes to contract

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: _____ W.D.C. No.: _____
Other: Change Order 6

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order	$ 1,789,051.23
Contract Price will be increased/decreased by this Change Order	$ 1,858.46
New Contract Price including this Change Order	$ 1,790,909.69

Contract Time Prior to this Change Order N/A Days N/A Completion Date

Net increased/decreased resulting from this Change Order N/A Days

Current Contract Time including this Change Order N/A Days N/A Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended	The Above Changes Are Accepted:	Approved:
Clark Dietz, Inc.	Schurr-Lookabill G. Inc.	
ENGINEER	CONTRACTOR	James Brainard, Mayor
8900 Keystone Crossing	4050 Rockville Rd	
Address	Address	Mary Ann Burke, Member
Suite 475		
		Lori Watson, Member
Indianapolis, IN 46240	Indianapolis, IN 46222	
City/State/Zip	City/State/Zip	Jeremy Kashman, PE, City Engineer
By:	By:	ATTEST:
Phone: 219 – 775 - 1427	Phone: 317-464-1500	SUE WOLFGANG, CITY CLERK
Date: 1-9-20	Date: 1/9/2020	Date:

Schutt-Lookabill Co., Inc.
Labor Cost
City of Carmel
Utility Protection

Date	Employee	Craft	Type	Hours	Rate	Total
10/29/19	Richardson, Justin	Laborer	Regular	3.0	$ 46.93	$ 140.79
10/29/19	Arellano, Justin	Laborer Apprentice	Regular	3.0	$ 42.71	$ 128.13
10/30/19	Richardson, Justin	Laborer	Regular	2.0	$ 46.93	$ 93.86
10/30/19	Arellano, Justin	Laborer Apprentice	Regular	2.0	$ 42.71	$ 85.42
11/06/19	Petersen, James	Foreman	Regular	3.0	$ 61.27	$ 183.81
12/19/19	Medrano, Hector	Foreman	Regular	2.0	$ 63.10	$ 126.20
	Total:			15.0		$ 758.21

Schutt-Lookabill Co., Inc.
Material Cost
City of Carmel
Utility Protection

Date	Vendor	Description	Amount
10/29/2019	IMI	Concrete	$ 90.00
10/29/2019	Schutt-Lookabill Inventory	12" Sonotube	$ 30.00
10/29/2019	Martin Marietta	No. 53 Stone	$ 40.00
12/19/2019	Indiana Sign & Barricade	12 - Cone Grabbers, Caution Tape	$ 557.00
			$ 717.00

Indiana Sign & Barricade, Inc.
5240 E. 25th Street
Indianapolis, IN 46218
Phone No.: 317.377.8000
Fax No.: 317.377.8008
Home Page: www.indianasb.com
E-Mail: info@indianasb.com

INVOICE

Invoice Number: RI22435
Invoice Date: 12/19/2019
Page: 1

Bill
To: Schutt Lookabill Co. Inc.
4050 Rockville Rd
Indianapolis, IN 46222
deannawojnar@hotmail.com

Ship
To: Schutt Lookabill Co. Inc.
Job 1908
Equipment Sales
Ticket 32740

Customer ID CU00068
ShipVia
Terms Net 30 Days
Due Date 1/18/2020

P.O. Number 23898
P.O. Date 12/19/2019
Our Order No. RO04217

Item / Description	Quantity	Unit Price	Total Price
VARIOUS Caution Tape Roll	1.00 EA	17.00	17.00
CONEGRAB Cone Grabber	12.00 EA	45.00	540.00

Job	Code	Amount	
1908	000.00000.02	557.00	Caution Tape, 4 12 Cone Grabbers

Total: 557.00

JACOB 1/6
BPW 1/22

CITY OF CAR

REVIEWED VIA EMAIL

CRED OK Purcell 1-13-20
CFD OK Sutton 1-10-20
CPD OK Keith 1-9-20
ENG
(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

Carmel Sprint Triathlon

CONTACT INFORMATION:

Contact Person	Donald Carr
Email	don@tuxbro.com
Phone Number:	3177333300
Cell Number:	3173401115
Address	Street Address 520 E. Main Street Address Line 2 City: Carmel State / Province / Region: Indiana Postal / Zip Code: 46032 Country: USA
Name/Organization:	Tuxedo Brothers
Organization Type:	For-Profit Organization
Residency/Location:	Do you reside or are you located within the Carmel city limits? (•) Yes ( ) No
Event/Use Purpose:	Carmel Sprint Triathlon to benefit the Carmel Swim Club
Event Date	4/26/2020
End Date	4/26/2020
Number of People Expected:	400
Set-Up Start time	06:00:00 AM
Tear Down End Time	12:00:00 PM

Event Start time: 08:00:00 AM

Event end time: 11:00:00 AM

Rehearsal ☐ NA

Rehearsal Date:

Rehearsal Start Time:

Rehearsal End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

- (●) YES
- ( ) NO

Description of Event: Provide a brief description of event

Carmel Sprint Triathlon will consist of 400 yard swim, 10 mile bike, 3 mile run

See map

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- ☐ CENTER GREEN
- ☐ CIVIC SQUARE FOUNTAIN AREA
- ☐ CIVIC SQUARE GAZEBO
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☐ MIDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- ☐ SOPHIA SQUARE
- ☐ Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ☐ ELECTRICITY
- ☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CENTER GREEN)
- ☐ N/A
- ☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
- ☐ FOOD SERVED
- ☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- ☐ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED

- ☐ **EMERGENCY MEDICAL SERVICES (EMS)**
- ☑ **TRAFFIC CONTROL**
- ☐ **ONSITE SECURITY**
- ☐ **BARRICADES**
- ☐ **NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
- ☐ **N/A**

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- ○ **Stage**

Size of Stage

- ○ **Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

- ○ **Bounce House**
- ○ **N/A**
- ○ **Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed

Streets closed

✓ Local city streets - see maps - See map

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

CSCBike Course2020.jpg	171.03KB
CST Run Course.jpg	197.58KB

Type of Closure:

- ○ **Rolling closure**
- ○ **Total closure**
- ○ **Lane restrictions - explain below**
- ○ **Other - explain below**
- ○ **N/A**

Explain lane restrictions needed and other needed below

Further Info for type of closure: Would request single lane for bike course with rolling closure.

SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of $100 for *any applicant located or residing* ***within*** *Carmel city limits* or a **non-refundable event fee in the amount of $150** for *any applicant located or residing* ***outside*** *of Carmel city limits* **must be received prior to application review or processing.**

Payment may be made online using a credit or debit card at www.govpaynow.com PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previsously granted request to use a City facility for any lawful reason.

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT

TO COMPLY WITH CITY FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Tuxedo Brothers / Don Carr
Name of Organization/Applicant

*

dcarr

Signature of Authorized Agent/Applicant

Donald Carr, president
Printed Name and Title (If applicable)

320 E. Main Street, Carmel, In 46032
Address of Organization/Applicant

1/8/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

_____

James Brainard, Presiding Officer

Date: _____

_____

Mary Ann Burke, Member

Date. _____

_____

Lori Watson, Member

Date.

ATTEST:

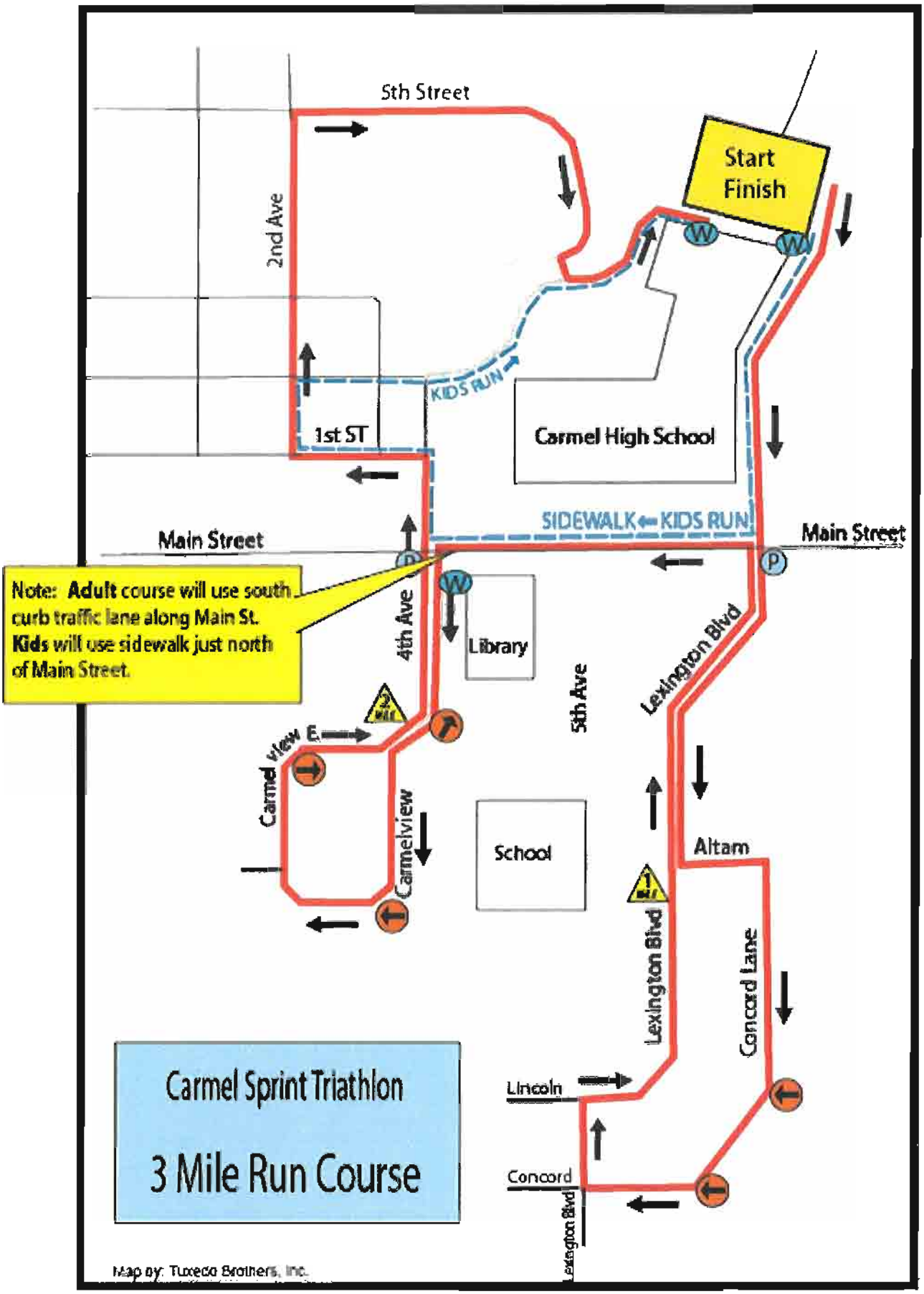
_____

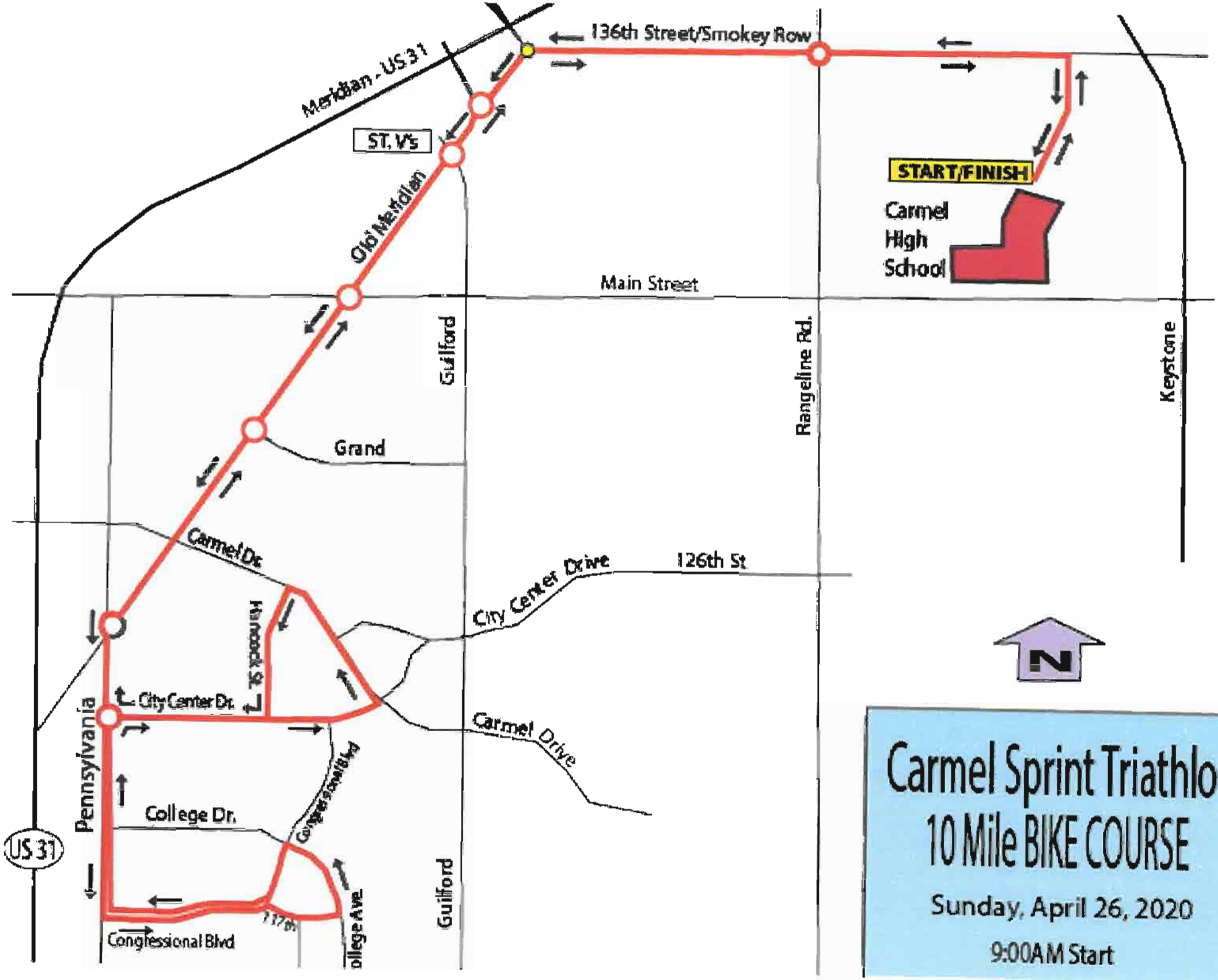
Sue Wolfgang, City Clerk

_____

Date

Special Conditions._____


5th Street
2nd Ave
Start
Finish
KIDS RUN
1st ST
Carmel High School
SIDEWALK ← KIDS RUN
Main Street
Main Street
Note: Adult course will use south curb traffic lane along Main St. Kids will use sidewalk just north of Main Street.
4th Ave
Library
5th Ave
Lexington Blvd
Carmel View E
Carmelview
School
Altam
Lexington Blvd
Concord Lane
Lincoln
Concord
Lexington Blvd
Carmel Sprint Triathlon
3 Mile Run Course
Map by: Tuxedo Brothers, Inc.



Carmel Sprint Triathlon
10 Mile BIKE COURSE

Sunday, April 26, 2020

9:00AM Start

JACOB 1-15 noon
BPW 1-22-20

CITY OF CARM

REVIEWED VIA EMAIL

CRED Ke Purcell OK 1-14-20
CFD Sutton OK 1-3-20
CPD Keith OK 1-3-20
ENG Kirsh OK 1-14-20
(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Terry A. Townsend

Email: racedirector40@yahoo.com

Phone Number: 3176973054

Cell Number:

Address:
Street Address
5515 Hammock Glen Drive
Address Line 2
City: Indpls
State / Province / Region: In
Postal / Zip Code: 46235
Country: United States

Name/Organization: TRT Consulting

Organization Type:

Residency/Location: Do you reside or are you located within the Carmel city limits?
- Yes
- No

Event/Use Purpose: Sam Costa Half Marathon and Quarter Marathon

Event Date: 3/21/2020
End Date: 3/21/2020

Number of People Expected: 1,100

Set-Up Start time: 07:00:00 AM

Tear Down End Time: 12:00:00 PM

Event Start time: 09:00:00 AM

Event end time: 12 00 00 PM

Rehearsal ☑ NA

Rehearsal Date:

Rehearsal Start Time:

Rehearsal End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

- ○ YES
- ○ NO

Description of Event: Provide a brief description of event

The "Sam Costa" is the oldest road race in Indiana, held in Carmel since 1974, and originally managed by Carmel HS faculty. Beginning in 1982 the "Costa" has been organized by the non-profit club "Indy Runners". This year will be the 51st anniversary of the race and the 15th year Northview Church has been the venue. Fees are charged to participate in both the Half Marathon and Quarter Marathon. All fees are used to offset the costs of producing the event Revenue in excess of costs are used to endow the Indy Runners Scholarship Fund and the ongoing needs of the club. Every year the "Costa" has approximately one thousand participants, with an average of 15 states represented, and over 150 volunteers, many from local Hamilton County schools. The Costa has, and continues to be, an early season test of fitness for those who have trained through the winter

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- ☐ CENTER GREEN
- ☐ CIVIC SQUARE FOUNTAIN AREA
- ☐ CIVIC SQUARE GAZEBO
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☐ MIDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- ☐ SOPHIA SQUARE
- ☐ Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ☐ ELECTRICITY
- ☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CENTER GREEN)
- ☑ N/A
- ☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- [ ] **VENDORS PRESENT**
- [ ] **FOOD SERVED**
- [ ] **ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.**
- [x] **N/A**

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

- [x] **EMERGENCY MEDICAL SERVICES (EMS)**
- [x] **TRAFFIC CONTROL**
- [ ] **ONSITE SECURITY**
- [x] **BARRICADES**
- [ ] **NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
- [ ] **N/A**

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- ( ) **Stage**

Size of Stage

- ( ) **Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

- ( ) **Bounce House**
- (•) **N/A**
- ( ) **Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed

See maps

No streets will be closed. Carmel Police will be required to allow participants to cross busy intersections. Specifically, Main Street and Garnet, Cherry Tree and Hazel Dell, Cherry Creek Blvd and Cherry Tree, 146th and Cherry Tree. West bound Cherry Creek Blvd traffic near the Streamside/Cherry Tree Rd intersection will have an officer re-directing traffic east to enhance participant safety.

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Half Marathon Map 2020.docx	429.91KB
Quarter Marathon Map 2020.docx	404.69KB

Type of Closure:

- ○ **Rolling closure**
- ○ **Total closure**
- ○ **Lane restrictions - explain below**
- ○ **Other - explain below**
- ◉ **N/A**

Explain lane restrictions needed and other needed below

Further Info for type of closure

SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of $100 for *any applicant located or residing* ***within*** *Carmel city limits* or a **non-refundable event fee in the amount of $150** for *any applicant located or residing* ***outside*** *of Carmel city limits* **must be received prior to application review or processing.**

Payment may be made online using a credit or debit card at www.govpaynow.com PLC #A0026), calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previsously granted request to use a City facility for any lawful reason.

SAM COSTA

HALF MARATHON

13.10938 MILES

Saturday
March 21st, 2020
9:00am Race Start
Northview Church

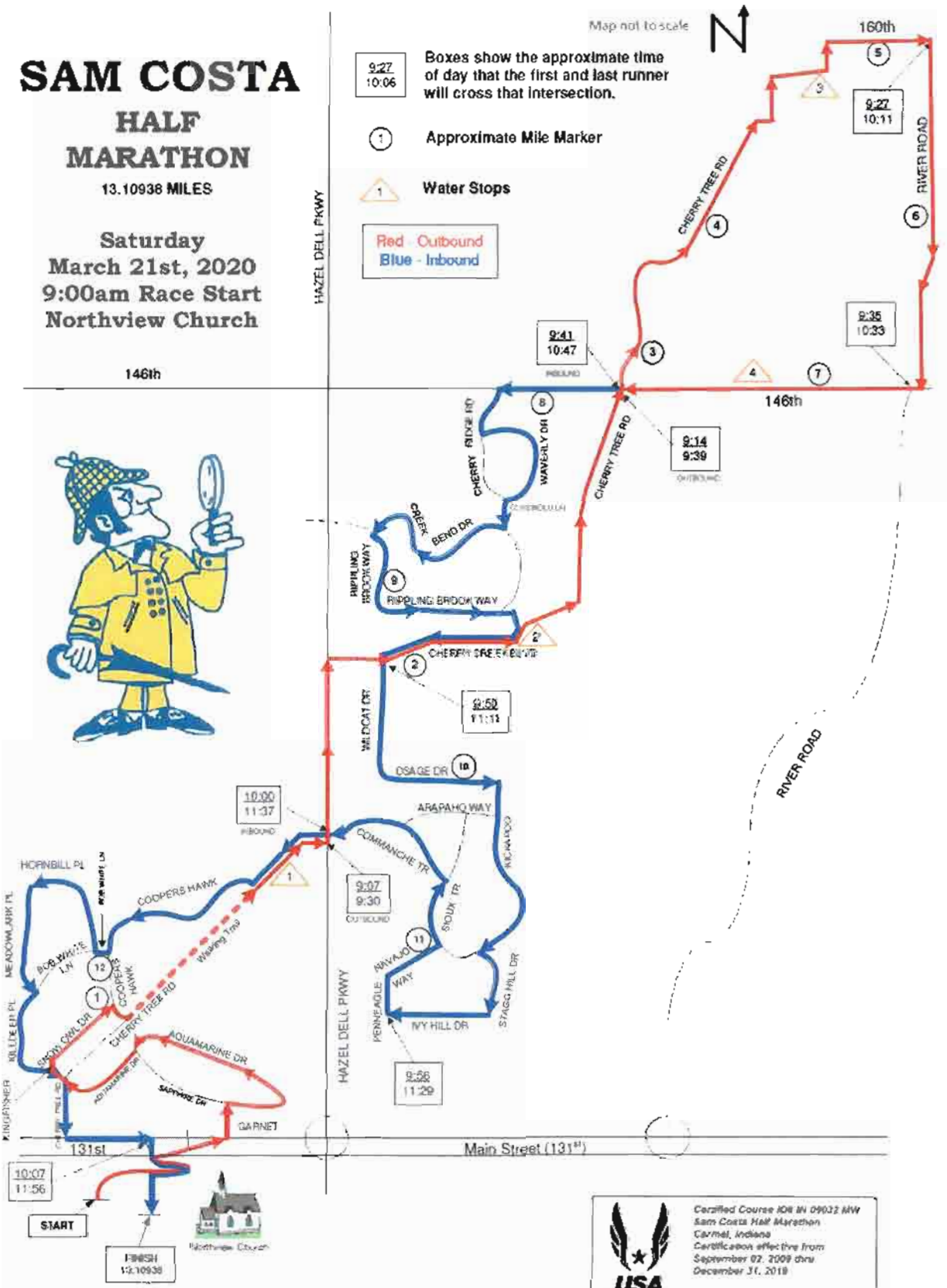
Map not to scale

Boxes show the approximate time of day that the first and last runner will cross that intersection.

Approximate Mile Marker

Water Stops

Red - Outbound
Blue - Inbound



Certified Course IDB IN 09032 MW
Sam Costa Half Marathon
Carmel, Indiana
Certification effective from
September 02, 2009 thru
December 31, 2019

USA TRACK & FIELD

Start – 110 feet west of centerline of west Light-pole on north drive of church parking lot.
Finish - North edge of 2ND X-WALK (southern most X-Walk) in front of church.

SAM COSTA

QUARTER MARATHON

6.55469 MILES

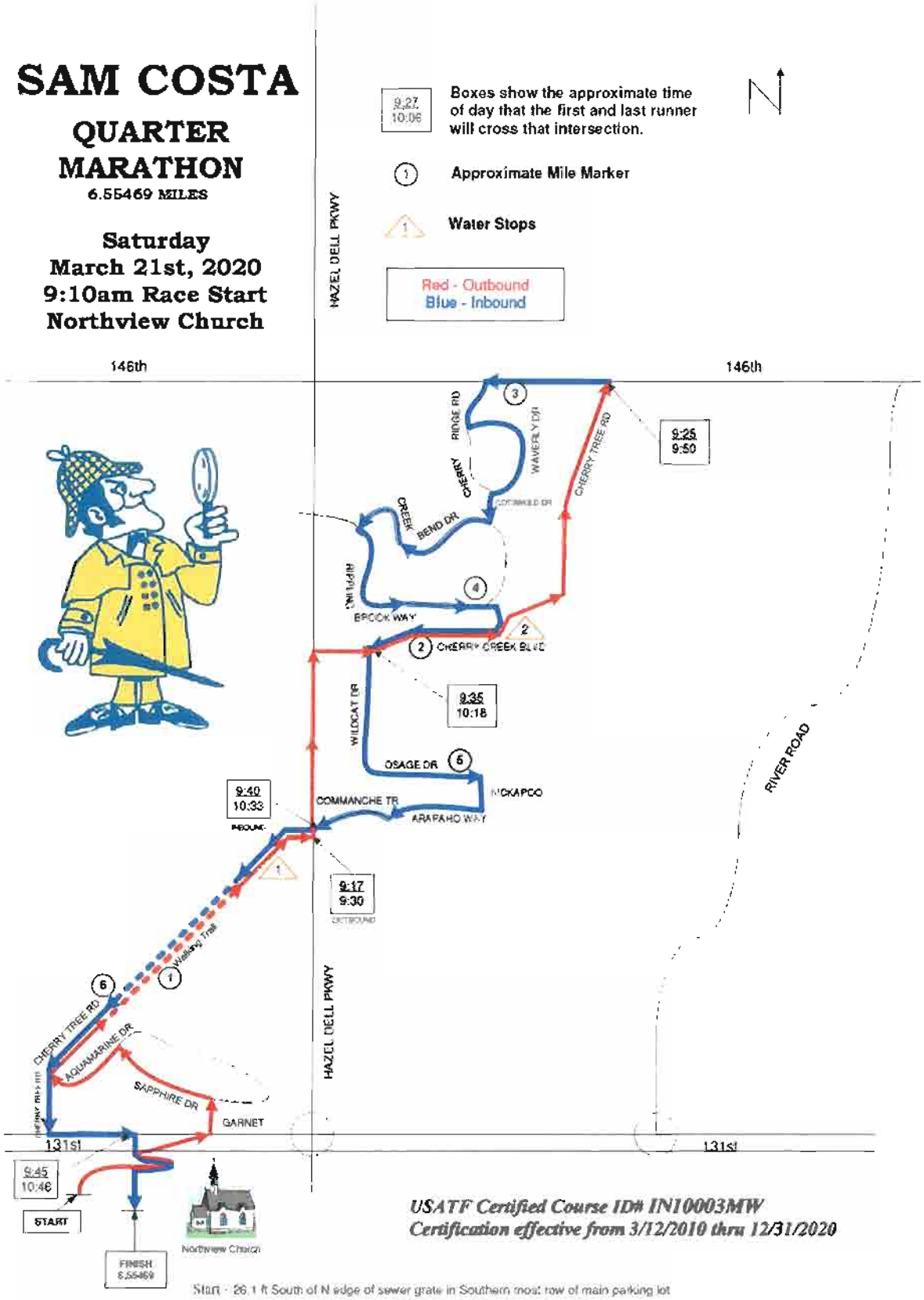
Saturday
March 21st, 2020
9:10am Race Start
Northview Church

9:27 10:06 — Boxes show the approximate time of day that the first and last runner will cross that intersection.

(1) Approximate Mile Marker

Water Stops

Red - Outbound
Blue - Inbound



USATF Certified Course ID# IN10003MW
Certification effective from 3/12/2010 thru 12/31/2020

Start - 26.1 ft South of N edge of sewer grate in Southern most row of main parking lot (~36 ft North of sign that says "North Beach and Barn Parking Only")

Finish - North edge of 2ND X-WALK (southern most X-Walk) in front of church.

HOA approved

JACOB 1-15 noon
BPW 1-22-20

REVIEWED VIA EMAIL

Image of Custom Logo

CITY OF CARMI

CRED Purcell ok 1-14-20
CFD Sutton ok 1-3-20
CPD Keith ok 1-3-20
ENG NA
(only if needed for street use)

INFORMATION	ACKNOWLEDGE
CITY OF CARMEL USE ONLY	AF
SUBMIT	

SPECIAL EVENT / FACILITY USE REQUEST FORM

Block party

CONTACT INFORMATION:

Contact Person: Thomas P. Fry

Email: tfry@howardfry.com

Phone Number: 3174396211

Cell Number: 3174396211

Address

Street Address: 13862 Smokey Ridge Drive

Address Line 2:

City: Carmel

State / Province / Region: IN

Postal / Zip Code: 46033

Country: USA

Name/Organization:

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?

- **Yes**
- **No**

Event/Use Purpose: Indy 500 Pre-race street party

Event Date: 5/23/2020

End Date: 5/23/2020

Number of People Expected: 100

Set-Up Start time: 06:00:00 PM

Tear Down End Time: 12:00:00 PM

Event Start time: 07:00:00 PM

Event end time: 11:00:00 PM

Rehearsal: ✔ **NA**

Rehearsal Date:

Rehearsal Start Time: AM

Rehearsal End Time: AM

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

- **YES**
- **NO**

Description of Event: Provide a brief description of event

Indy 500 Pre-race street party with a local country western band performing to be held on one block of Hawthorne Drive West closed off on the East at Smokey Ridge Drive and on the West at Driftwood Drive (Smokey Ridge housing addition). This is a closed event only for residents of Smokey Ridge and approximately 30 people invited outside the neighborhood friends of the Fry's, Martin's and Salter's (3 Smokey Ridge residents all living on Hawthorne) who would be "hosting" (paying for the band). The band will plug in/set up in the Fry's yard facing Hawthorne. Clean up to be performed by Fry, Martin & Salter.

Attach additional pages if needed-SEE BELOW

Upload

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- **CENTER GREEN**
- **CIVIC SQUARE FOUNTAIN AREA**
- **CIVIC SQUARE GAZEBO**
- **JAPANESE GARDEN**
- **MONON & MAIN PLAZA**
- **MIDTOWN PLAZA - Events must be free and open to the public.**
- **REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.**
- **SOPHIA SQUARE**
- ✔ **Other** NONE

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- **ELECTRICITY**
- **FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO**
- **JAMES BUILDING RESTROOMS (CENTER GREEN)**
- ✔ **N/A**
- **Other**

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

FOOD SERVED

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.

✔ **N/A**

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

EMERGENCY MEDICAL SERVICES (EMS)

TRAFFIC CONTROL

ONSITE SECURITY

✔ **BARRICADES**

NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)

N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

• **N/A**

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed	Smokey Ridge housing addition Hawthorne Drive West - closed on the East at Smokey Ridge Drive and on the West at Driftwood Drive

Include addresses as appropriate

UPLOAD MAP	An easy to read, color map of the area is required with submission. Upload
Type of Closure:	**Rolling closure** • **Total closure** **Lane restrictions - explain below** **Other - explain below** **N/A** Explain lane restrictions needed and other needed below:
Further Info for type of closure	Barricades installed at both ends of the block

SECURITY DEPOSIT AND FEE:

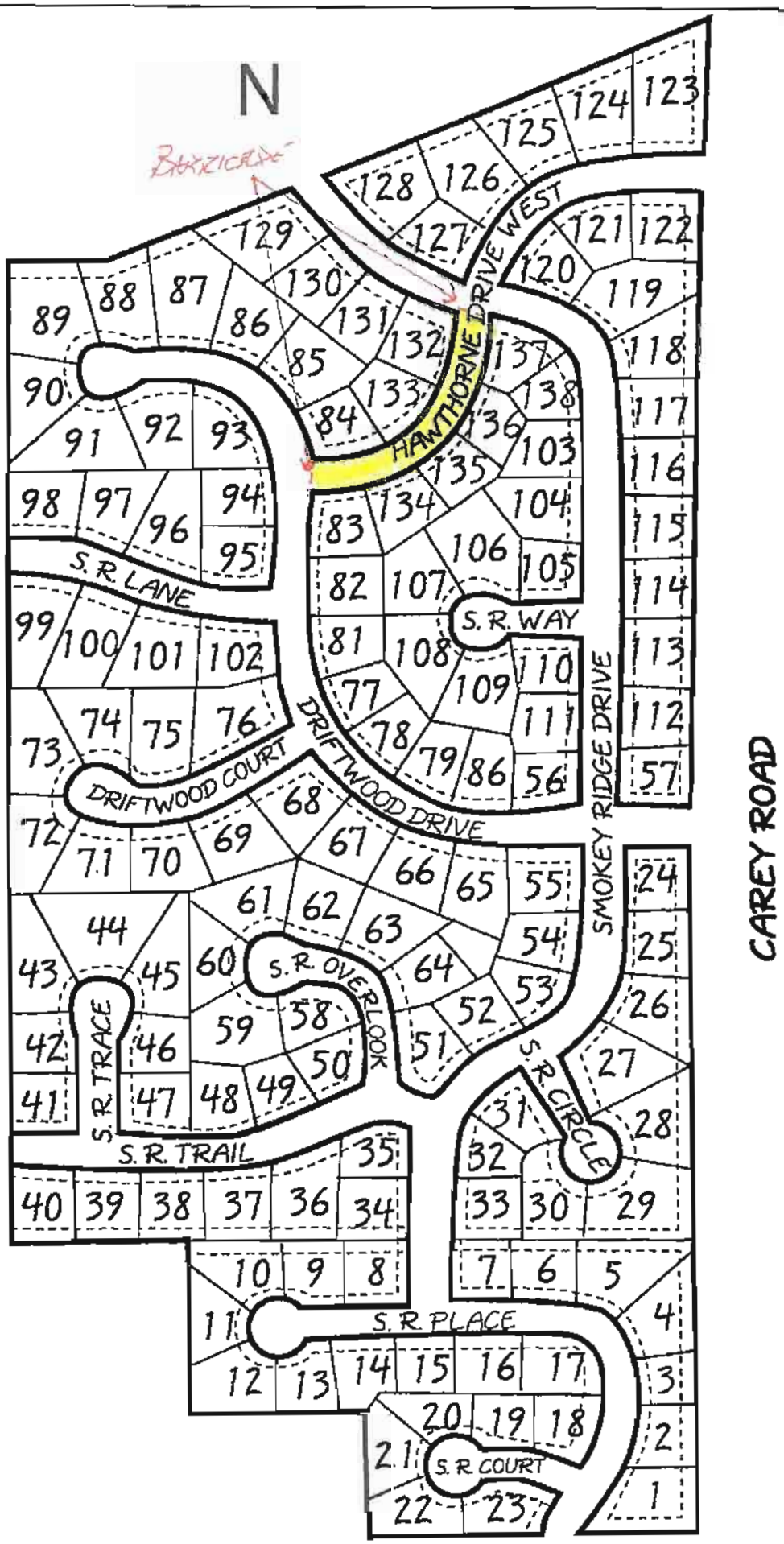
A **refundable Security Deposit in the amount of $100** for *any applicant located or residing* ***within*** *Carmel city limits* or a **non-refundable event fee in the amount of $150** for *any applicant located or residing* ***outside*** *of Carmel city limits* **must be received prior to application review or processing.**

Payment may be made online using a credit or debit card at www.govpaynow.com (http://www.govpaynow.com) PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previsously granted request to use a City facility for any lawful reason.

Next


N
HAWTHORNE DRIVE WEST
S. R. LANE
S. R. WAY
DRIFTWOOD COURT
DRIFTWOOD DRIVE
SMOKEY RIDGE DRIVE
S. R. OVERLOOK
S. R. TRACE
S. R. TRAIL
S. R. CIRCLE
S. R. PLACE
S. R. COURT
CAREY ROAD

Deposit

JACOB 1/15
BPW 1/22

CITY OF CARM

REVIEWED VIA EMAIL

CRED Purcell OK 1-14-20
CFD Sutton OK 1-10-20
CPD Keith OK 1-9-20
ENG NA
(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person	Cortni Barnett
Email	cbarnett@avedafi.edu
Phone Number:	3177640973
Cell Number.	3177640973
Address	Street Address 14450 Equality Blvd Address Line 2 1D City: Carmel State / Province / Region: Indiana Postal / Zip Code: 46033 Country: United States
Name/Organization:	n/a
Organization Type:	Individual
Residency/Location:	Do you reside or are you located within the Carmel city limits? (•) Yes ( ) No
Event/Use Purpose.	A small wedding of about 40 people.
Event Date	2/22/2020
End Date	1/22/2020
Number of People Expected:	40
Set-Up Start time	04:00:00 PM
Tear Down End Time	08:00:00 PM

Event Start time:
05:00:00 PM

Event end time:
07:00:00 PM

Rehearsal

- [ ] NA

Rehearsal Date:

Rehearsal Start Time:

Rehearsal End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

- ( ) YES
- (•) NO

Description of Event:

Provide a brief description of event

A wedding of about 40 people. We are not bringing any furniture or chairs, it should be a quick ceremony. Thanks!

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- [ ] CENTER GREEN
- [ ] CIVIC SQUARE FOUNTAIN AREA
- [x] CIVIC SQUARE GAZEBO
- [ ] JAPANESE GARDEN
- [ ] MONON & MAIN PLAZA
- [ ] MIDTOWN PLAZA - Events must be free and open to the public.
- [ ] REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- [ ] SOPHIA SQUARE
- [ ] Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- [x] ELECTRICITY
- [ ] FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- [ ] JAMES BUILDING RESTROOMS (CENTER GREEN)
- [ ] N/A
- [x] Other have

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- [ ] VENDORS PRESENT
- [ ] FOOD SERVED
- [ ] ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- [x] N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

- ☐ **EMERGENCY MEDICAL SERVICES (EMS)**
- ☐ **TRAFFIC CONTROL**
- ☐ **ONSITE SECURITY**
- ☐ **BARRICADES**
- ☐ **NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
- ☐ **N/A**

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- ○ **Stage**

Size of Stage

- ○ **Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

- ○ **Bounce House**
- ○ **N/A**
- ○ **Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission

Type of Closure:

- ○ **Rolling closure**
- ○ **Total closure**
- ○ **Lane restrictions - explain below**
- ○ **Other - explain below**
- ○ **N/A**

Explain lane restrictions needed and other needed below

Further Info for type of closure

JACOB 1/15
BPW 1/22

CITY OF CARMEL PARTNERSHIP INDIANA

CITY OF CARMEL

REVIEWED VIA EMAIL

CRED OK Purcell 1-13-20
CFD OK Sutton 1-10-20
CPD OK Yeith 1-10-20
ENG
(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person	Beth Hohlier
Email	BHohlier@aol.com
Phone Number:	3176711116
Cell Number	317 431 1605
Address	Street Address 111 W. Main St Address Line 2 Suite 100
	City: Carmel State / Province / Region: IN
	Postal / Zip Code: 46032 Country: USA
Name/Organization:	Muldoon's of Carmel
Organization Type:	For-Profit Organization
Residency/Location:	Do you reside or are you located within the Carmel city limits? C Yes C No
Event/Use Purpose:	3rd Annual Shamrock the District Tent Party
Event Date	3/13/2020 Friday
End Date	3/16/2020 Monday
Number of People Expected:	300
Set-Up Start time	11:00:00 AM
Tear Down End Time	12:00:00 PM

Events | Band
Friday 3/13
Saturday 3/14
Tent tear down Monday 3/16

Event Start time: 06:00:00 PM

Event end time: 12:00:00 AM

Rehearsal ☐ NA

Rehearsal Date:

Rehearsal Start Time:

Rehearsal End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

○ YES

◉ NO

Description of Event: Provide a brief description of event

Shamrock the District Tent Party will feature live bands and DJ and other entertainment and is free to the public over 21. This year we will also be donating a percent from the tent proceeds to charity.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- ☐ CENTER GREEN
- ☐ CIVIC SQUARE FOUNTAIN AREA
- ☐ CIVIC SQUARE GAZEBO
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☐ MIDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- ☐ SOPHIA SQUARE
- ☑ Other Portion of

Portion of Veteran's Way (1st Ave SW) See map

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ☐ ELECTRICITY
- ☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CENTER GREEN)
- ☐ N/A
- ☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
- ☑ FOOD SERVED
- ☑ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- ☐ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

- ☐ **EMERGENCY MEDICAL SERVICES (EMS)**
- ☐ **TRAFFIC CONTROL**
- ☑ **ONSITE SECURITY**
- ☑ **BARRICADES**
- ☑ **NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
- ☐ **N/A**

Please note the number of NO PARKING SIGNS needed

6

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

○ **Stage**

no stage

Size of Stage

◉ **Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

20 x 100

Size of Tent (s)

○ **Bounce House**

○ **N/A**

○ **Other**

Hoosier Tent

Name of Merchants(s) doing the setup

3172729746

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Street closure - see map

Neighborhood Name/Streets to be closed (1st Ave SW)

Veteran's Way from stop sign at Main Street to the alley to the Old Town Strip Center. No access is blocked and Alex Stokley (Old Town) has OK'd the first entrance to the parking lot being blocked.

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Shamrock the District footprint.pdf 1.01MB

W Main St
W Main St
W Main St
W Main St
New Leaf Salon
Muldoon's
Sub Zero Nitrogen Ice Cream
Joe's Butcher Shop and Fish Market
Carmel Tattoo INK
Old Town on the Monon Apartments
1st Ave SW
Veterans Way
1st Ave SW

JACOB 1/15 mcm
BPW 1/23

CITY OF CARMEL

REVIEWED VIA EMAIL

CRED furcell OK
CFD Sutton OK 1-14-20
CPD Keith OK 1-14-20
ENG NA
(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Amy McCann

Email: aemccann8@gmail.com

Phone Number:

Cell Number: 5742929606

Address:
Street Address
1201 Golfview Dr
Address Line 2
Apt G
City: Carmel
State / Province / Region: IN
Postal / Zip Code: 46032
Country:

Name/Organization:

Organization Type:

Residency/Location: Do you reside or are you located within the Carmel city limits?
- (•) Yes
- ( ) No

Event/Use Purpose: intimate wedding ceremony under the gazebo
Gazebo Wedding

Event Date: 10/10/2020

End Date: 10/10/2020

Number of People Expected: 25

Set-Up Start time: 01:00:00 PM

Tear Down End Time: 05:00:00 PM

Event Start time:
03:00:00 PM

Event end time:
04:00:00 PM

Rehearsal ☑ NA

Rehearsal Date: N/A

Rehearsal Start Time:

Rehearsal End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

○ YES
◉ NO

Description of Event: Provide a brief description of event

Intimate wedding ceremony with approx. 25 people to be held under the gazebo.
3pm ceremony with photos to follow in the surrounding civic square area.
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- ☐ CENTER GREEN
- ☐ CIVIC SQUARE FOUNTAIN AREA
- ☑ CIVIC SQUARE GAZEBO
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☐ MIDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- ☐ SOPHIA SQUARE
- ☐ Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ☑ ELECTRICITY
- ☑ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CENTER GREEN)
- ☐ N/A
- ☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
- ☐ FOOD SERVED
- ☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- ☑ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

- ☐ **EMERGENCY MEDICAL SERVICES (EMS)**
- ☐ **TRAFFIC CONTROL**
- ☐ **ONSITE SECURITY**
- ☐ **BARRICADES**
- ☐ **NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
- ☑ **N/A**

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- ○ **Stage**

Size of Stage

- ○ **Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

- ○ **Bounce House**
- ◉ **N/A**
- ○ **Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up.

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- ○ **Rolling closure**
- ○ **Total closure**
- ○ **Lane restrictions - explain below**
- ○ **Other - explain below**
- ◉ **N/A**

Explain lane restrictions needed and other needed below

Further Info for type of closure

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 14, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: REQUEST OF PERFORMANCE BOND AMOUNT REDUCTION – GRAND AND MAIN SIDEWALK/PATH

Dear Board Members:

Mr. Richard Trivett with Edward Rose and Sons, has requested Board approval to reduce a performance bond for the Grand and Main development

The following reductions are requested:

Surety ID	Original Amount	Reduced Amount
3SBSBHI9144 Sidewalk/Path	$203,319.00	$50,830.00

After review of the bond reduction request, I recommend approval contingent upon the following conditions:

- Performance Guarantee amount cannot be reduced to an amount lower than the amount that will be required for the 3 year maintenance guarantee amount (10%)
- The Developer will assure that reduction amounts are notified by the surety of the issued surety upon approval by the Board.
- Upon 100% completion of the required improvements, the Developer may request the release of the subject Performance Guarantee. However, the 3-year Maintenance Guarantee amount must be calculated based on the original Performance Guarantee amount.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\BOND RELEASES\GRAND AND MAIN-BOND REDUCTION.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 14, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: IPL-LANE RESTRICTIONS – 1300 W 106th Street

Dear Board Members:

Mr. Connor Angelo with IPL is requesting approval for a lane closure to access an existing utility pole near 1300 W 116th Street to install a new pole riser and replace a damaged service line (exhibits attached). Work is scheduled to begin upon board approval with the lane restrictions estimated to take up to 4 hours.

The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut conditioned upon the following requirements:

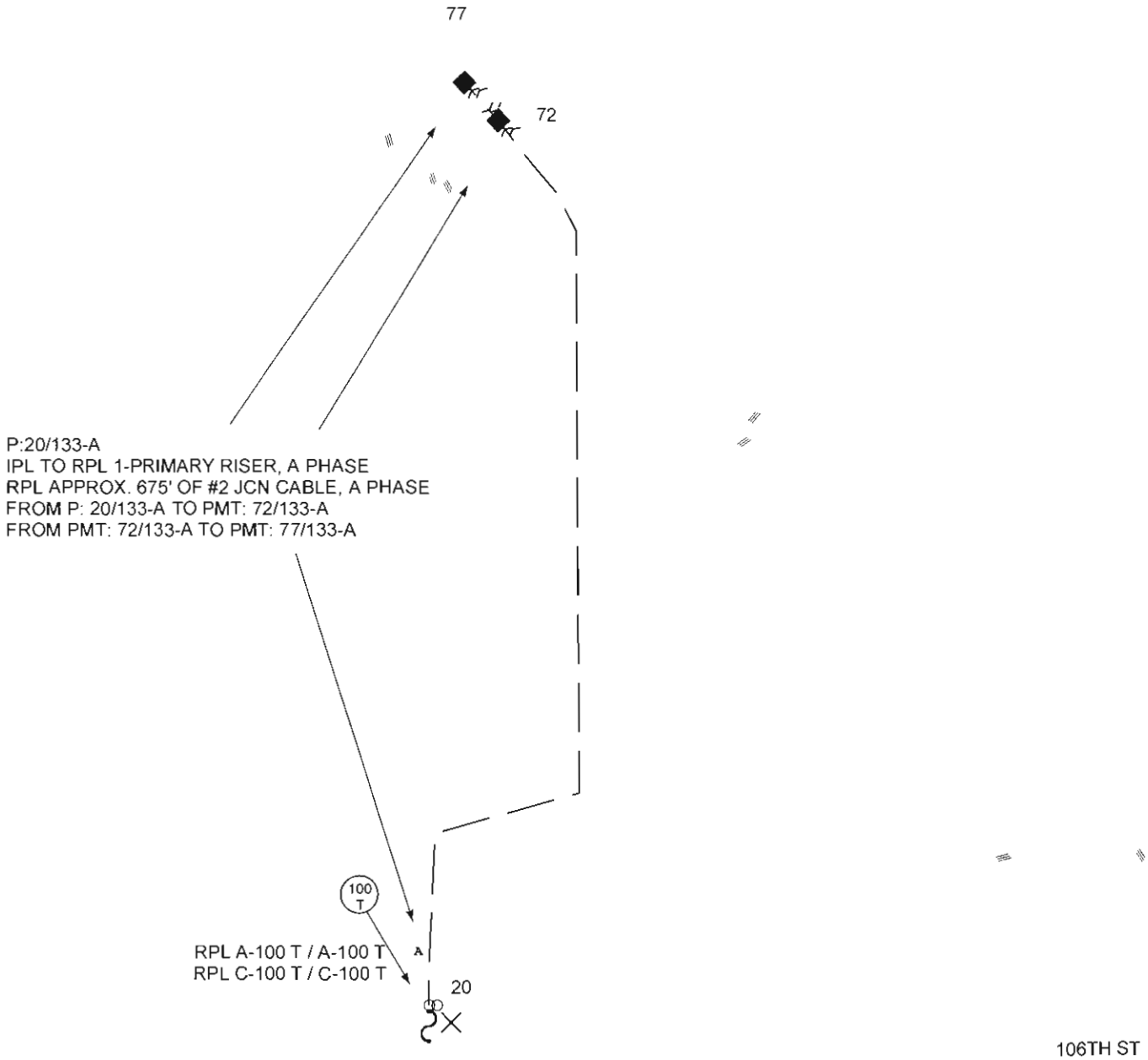
- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage during the duration of the work. Restrictions shall be kept between the hours of 9am and 3:30 pm.
- Traffic shall be maintained at all times during the work. A 10' minimum lane must be provided at all times within the work area.
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner understands that approval by the Board is for described items listed only.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CUTS AND CLOSURES\IPL-LANE RESTRICTIONS-1300 W 106th.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov



ENEngineering	Job Name:	TDSIC EMERG. URD - QUEEN'S MANOR		Customer:		Phone:		
	Location:	1300 W 106TH ST INDIANAPOLIS, IN 46268		Scheduler: BETH DUKE		Phone:	317 261-5943	
	Circuit Data					Designed By: JAVIER LANDAMIRANDA		
	Primary				Trans.	Phone		Cell
SPANS	Name		Circuit	SWS				317-419-6146
AT&T#	TREMONT NO. 6		2856	510		Sect. No.	Tax Unit	Date
PA #						133-A	33	1/6/2020
WR # 545164								Print No.
								1 OF 1

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CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 14, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01 – AT&T

Dear Board Members:

Mrs. Wendy Noble with AT&T is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) for installation of new fiber optic cables along Towne Road south of 116th Street in order to provide service to the new Estates at Towne Meadow Subdivision. The new aerial lines will be over-lashed onto existing cables and no new poles will be installed.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\AERIAL UTILITY WAIVER\AERIAL WAIVER-AT&T-Estates @ Towne Meadow.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

Aerial placing. Two spans of new Fiber cable will be lashed to existing AT&T cable.

AT&T project A01JSSB
Provide facilities for The Estates at Towne Meadow new subdivision
Wendy Noble, AT&T Design Engineer, 317.610.5436

at&t

AT&T Project A01JS5B will provide Telecom facilities for new subdivision, Estates at Towne Meadow.
Wendy Noble, AT&T Design Engineer 317-610-5436

SCOPE of WORK:
Bore 1 – 1.25" innerduct from P38-101-B to the west side of Towne Rd. 34', then bore south 53' in ROW.

at&t

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 15, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: IPL-LANE RESTRICTIONS –12025 CLAY CENTER ROAD

Dear Board Members:

Mr. Rodney Johnson with IPL is requesting approval for a lane closure to access an existing utility pole near 12025 Clay Center Road to install a temporary service line for the construction of the proposed Clay Center Elementary (exhibits attached). Work is scheduled to begin upon board approval with the lane restrictions estimated to take up to 4 hours.

The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage during the duration of the work. Restrictions shall be kept between the hours of 9am and 3:30 pm.
- Traffic shall be maintained at all times during the work. A 10' minimum lane must be provided at all times within the work area.
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner understands that approval by the Board is for described items listed only.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CUTS AND CLOSURES\IPL-LANE RESTRICTIONS-CLAY CENTER ELEMENTARY.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

Hoover, Aaron

From: Rodney E. Johnson (MS) <rodney.johnson@aes.com>
Sent: Wednesday, January 15, 2020 8:39 AM
To: Hoover, Aaron
Subject: Request for ROW Permit.
Attachments: Sms1pdkc420011417160.pdf

****** This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. ******

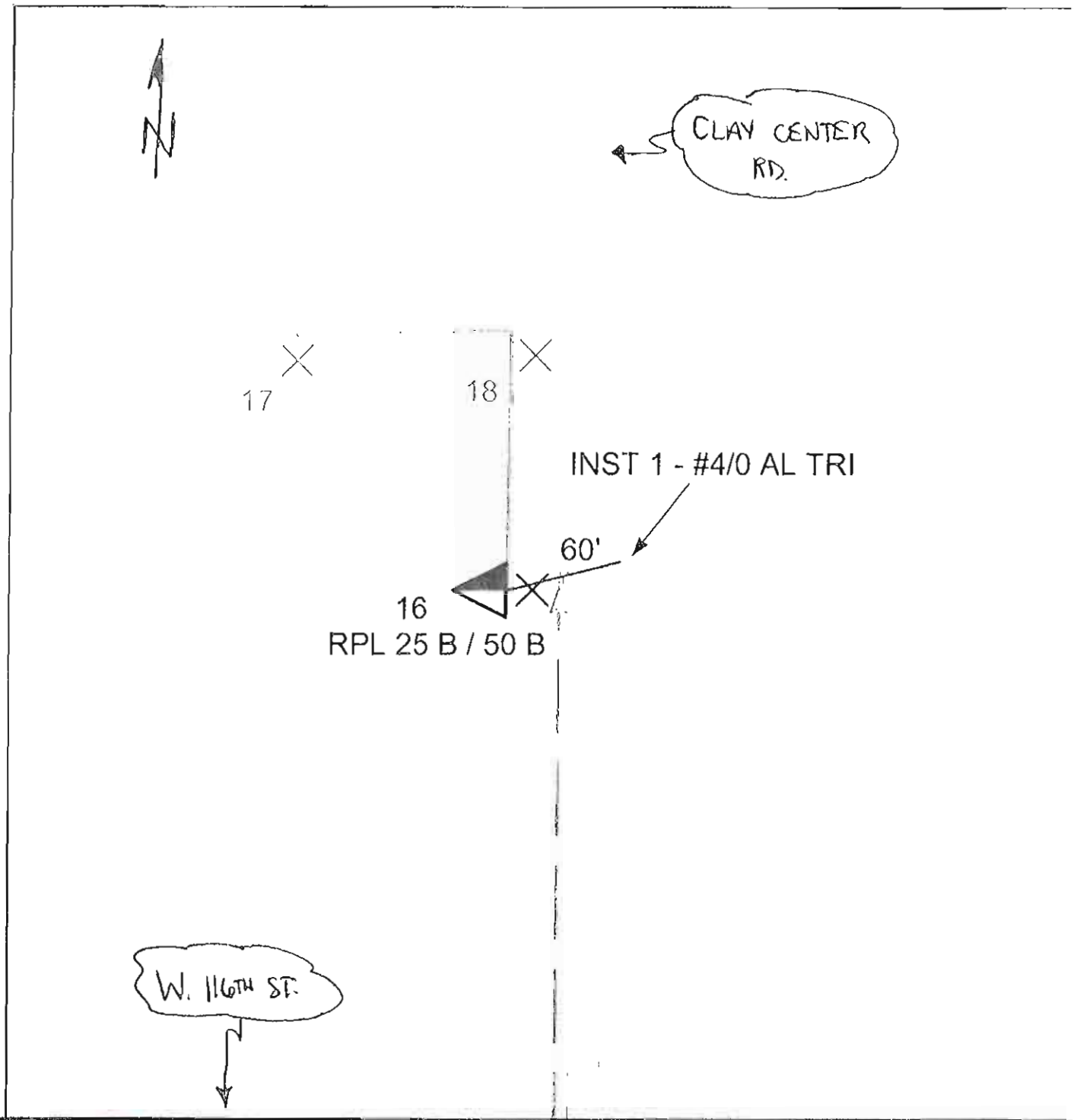
Hi Aaron,

Attached is a request for a permit for a lane closure for a couple of hours, so that our line crew can replace an existing pole mounted transformer, and install a secondary wire across Clay Center Rd. to a temporary meter base for the construction of the Carmel Elementary School. IPL will not be installing any poles. I appreciate all of your help.

Thanks,

Rodney Johnson
Assistant to Engineer Senior
Indianapolis Power & Light Company
Customer Projects Engineering

From: ms1pdkc4@iplem.ipalco.com <ms1pdkc4@iplem.ipalco.com>
Sent: Tuesday, January 14, 2020 5:16 PM
To: Rodney E. Johnson (MS)
Subject: Message from ms1pdkc4



ipl an AES company	Job Name:	Carmel Elementary O.H. Temp.	Customer:	Phone		
	Location:	9345 Waldemar	Scheduler:	Phone		
	Circuit Data				Designed By: R.Johnson	
	Primary			Trans.	Phone	Cell
SPANS	Name	Circuit	SWS		317-261-5047	317-850-1243
AT&T#	TREMONT NO. 3	2853	512		Sect. No	Tax Unit / Date
PA #					103-A	33 / 1/14/2020
WR # 550684						Print No. 1 OF 1

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CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 14, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: THE GROVE AT THE LEGACY, SECTION 3A– SECONDARY PLAT

Dear Board Members:

Mr. Ed Fleming with Platinum Properties Management Co., LLC, has requested the secondary plat for The Grove at the Legacy, Section 3A be placed on the Board of Public Works and Safety agenda for approval and signatures.

The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT

S:\shared\NEW SHARED DRIVE\BPW\2020\PLATS\THE GROVE @ LEGACY 3A-PLAT.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 15, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: BOYD/IRSAY RESIDENCE – GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

Dear Board Members:

Mr. Rusty Spiars,PE, with Spiars Engineering LLC, on behalf of the property owner, has requested the City accept a Grant of Perpetual Storm Water Quality Management Easement for the proposed project located at 12095 Hoover Road. There is 1 easement area as described in exhibit 'A' of the easement document.

Attached are the required Grant of Perpetual Storm Water Quality Management Easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STORMWATER VARIANCES & EASEMENTS\IRSAY-JACKSON - STORM WATER EASEMENT.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

Cross Reference to Deed:

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

This easement (the "Easement") is by and between Kalen Irsay & Boyd Jackson, husband & wife, t.e., (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the "Real Estate");

WHEREAS, Grantor intends to install a detention facility on the Real Estate and, in connection with the construction, development and operation of the detention facility, the City has approved or will approve a Storm Water Management Permit (the "Permit"); and,

WHEREAS, the City requires this Easement in order to verify and require compliance with the terms and conditions of the Permit and all ordinances of the City applicable to storm water drainage and storm water detention (collectively the "Ordinances").

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive, perpetual easement on the terms and conditions that follow:

Section 1. Easement Area. The portion of Real Estate on, under and through which this Easement exists is legally described and graphically depicted in what is attached hereto and incorporated herein by reference as Exhibit "A" (Easement Description).

Section 2. Storm Water Detention System. Located or to be located within the Easement Area, in the manner and areas specified in the Permit, is certain drainage infrastructure, which may include, without limitation, pervious pavement, manholes, infiltration basins, pipes, or storage chambers and structural and non-structural best management practices (collectively the "Storm Water Detention System") to be constructed, installed and maintained by Grantor, at Grantor's expense, in accordance with the Permit and the Ordinances.

Section 3. Purpose of Easement. Grantee shall be and hereby is permitted at all times to enter upon the Easement Area for purposes of (i) accessing, inspecting, examining, monitoring, testing and sampling the Storm Water Detention System, and (ii) identifying and verifying compliance with the requirements of the Permit and the Ordinances.

Section 4. Maintenance and Repair. It shall be Grantor's obligation to maintain in proper working order and to repair and/or replace the Storm Water Detention System, or parts thereof, such that (i) the effectiveness and performance of the Storm Water Detention System is not

diminished from the capabilities set forth in the Permit and (ii) the Storm Water Detention System remains in compliance with the Permit and the Ordinances.

Section 5. Failure of Storm Water Detention System. In the event that the condition of the Storm Water Detention System or the outflow therefrom violates or fails to comply with the requirements set forth in the Permit and/or any of the Ordinances, Grantee shall have the right, but not the obligation, after providing reasonable notice to Grantor, to perform, at Grantor's expense, such maintenance, repair, modification and/or replacement of the Storm Water Detention System as is necessary to restore compliance with the requirements set forth in the Permit and/or the Ordinances; provided, however, that the performance by Grantee of any such maintenance, repair, modification and/or replacement of the Storm Water Detention System shall under no circumstances relieve Grantor of its responsibility to maintain and operate the Storm Water Detention System, which responsibility shall be continuous and ongoing.

Section 6. Reimbursement of Expenses and Enforcement. Grantor shall reimburse Grantee for costs and expenses incurred by Grantee in the performance of the maintenance, repairs, modifications and/or replacements specified in Section 5 above and, in the event of litigation to recover such expenses, the prevailing party shall be entitled to recover reasonable attorney's fees.

Section 7. Character of Easement. This Easement shall be perpetual and, further, shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Section 8. Use by Grantor and Other Easements. Grantor shall be permitted to use the Easement Area and also to grant other easements within the Easement Area for any purposes which do not impair the Storm Water Detention System and which are not inconsistent or conflicting with this Easement and the Grantee's rights under this Easement.

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction. In the event that the Real Estate is later redeveloped and, as such, the site plan made the subject of the Permit is revised, then the Grantee and then the owner of the Real Estate shall amend this Easement to reconfigure the Easement Area, accordingly, so that Easement Area is adjusted to and does not conflict with such revised site plan.

Section 10. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and/or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

By: Kelly Jackson

Date: 1-7-20

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Kaleen Jackson, who acknowledged execution of the foregoing Easement for and on behalf of Kaleen & Boyd Jackson.

Witness my hand and Notarial Seal this 7th day of January, 2020

My Commission Expires:
07-28-2027

Residing in Hendricks County

Jennifer L. Hall
Notary Public

Jennifer L. Hall
Printed Name

Jennifer L Hall
Notary Public Seal State of Indiana
Hendricks County
Commission Number NP0721499
My Commission Expires 07/28/2027

THE JOHN RYLAND LIBRARY

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

_____
James Brainard, Mayor

Date: _____

_____
Mary Ann Burke

Date: _____

_____
Lori Watson

Date: _____

ATTEST:

_____
Christine S. Pauley, Clerk-Treasurer

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared James Brainard, a member of the City of Carmel, Indiana Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel, Indiana Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mary Ann Burke, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Lori Watson, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Christine S. Pauley, the Clerk Treasurer of the City of Carmel, Indiana and acknowledged execution of the foregoing Easement as the Clerk Treasurer of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

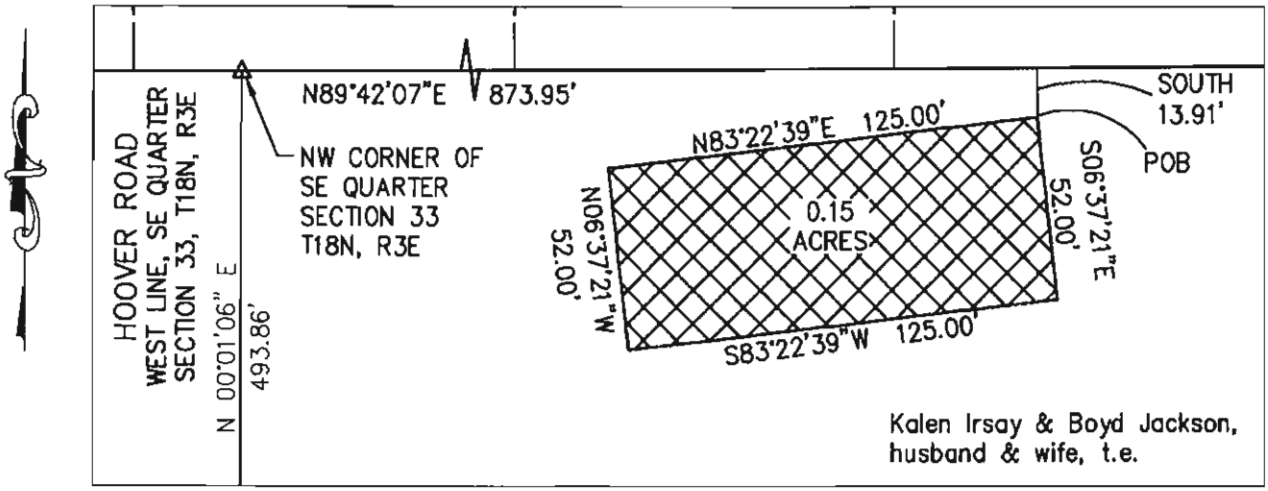
Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Douglas C. Haney, Esq.

Prepared by: Douglas C. Haney, Corporation Counsel, One Civic Square, Carmel, IN 46032

Return to: Jeremy Kashman, P.E., City Engineer, One Civic Square, Carmel, IN 46032

EXHIBIT 'A'

EASEMENT DESCRIPTION



LAND DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 3 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 3 EAST;
THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER N89°42'07"E 873.95 FEET;
THENCE SOUTH 13.91 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:
THENCE SOUTH 06 DEGREES 37 MINUTES 21 SECONDS EAST 52.00 FEET;
THENCE SOUTH 83 DEGREES 22 MINUTES 39 SECONDS WEST 125.00 FEET;
THENCE NORTH 06 DEGREES 37 MINUTES 21 SECONDS WEST 52.00 FEET;
THENCE NORTH 83 DEGREES 22 MINUTES 39 SECONDS EAST 125.00 FEET
TO THE POINT OF BEGINNING, CONTAINING 0.15 ACRES, MORE OR LESS.

K. NATHAN ALTHOUSE
REGISTERED
No.
LS20400007
STATE OF
INDIANA
LAND SURVEYOR

R.L.S. 11-17-19 LS20400007

MILLER SURVEYING INC.
948 CONNER STREET
NOBLESVILLE INDIANA 46060
PH. & (317) 773-2644 FAX 773-2694

LOCATION: NW CORNER SE QUARTER SECTION 33, T18N, R3E	DRAWN BY: X	CHK'D BY: X
	SCALE: 1" = 50'	FIELD BOOK: X
FIELD WORK COMPLETED: NA	DATE: 11-17-19	PAGE: X
CLIENT: SPIARS ENG., LLC	JOB NUMBER	SURVEY 4 FILE:
DESCRIPTION: EXHIBIT 'A'	B36588	

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 15, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: BADGER FIELD – STORMWATER VARIANCE

Dear Board Members:

Mr. Andy Miller with Fanning Howey has requested approval of a variances from the City of Carmel Storm Water Technical Standards Manual associated the proposed Badger Field expansion at S459 East Main Street.

The following variances are requested:

SECTION 302.11 states "The emergency overflow routing from the emergency overflow facility to an adequate receiving system."

The majority of the site has adequate flood routing to the proposed detention pond and its emergency overflow. The exception to this is the parking lot to the east of the proposed field house. The current topography drains north to south. To route flooding water north around the building and then west to the detention pond would require extreme changes in grade and route the storm water near the building. The solution proposed is to put an additional inlet structure and berm at flood control elevation just south of the parking lot. This inlet will discharge to an underground pipe system that drains to the detention pond.

The Department of Engineering, in review of the proposed conditions and designed standards, recommends approval of the variance requested. The Petitioner acknowledges the variance approved this date does not guorantee approval of any future variance request for this project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2019\STORMWATER VARIANCES & EASEMENTS\BANK OF AMERICA-STORMWATER VARIANCE.docx

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